

PERETORE & PERETORE, P.C.  
191 Woodport Road  
Sparta, New Jersey 07871  
(973) 729-8991  
Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.  
FP #7020

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number: 08 CIV 3856
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge Brieant
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	
	:	NOTICE OF MOTION
vs.	:	FOR DEFAULT
	:	JUDGMENT
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
_____X	:	

TO: KGM Circuit Solutions, LLC  
30 Wall Street, Suite 1100  
New York, New York 10003

SIRS:

PLEASE TAKE NOTICE that the undersigned attorneys for plaintiff will apply to the above named Court located at U.S. District Court Southern District, U.S. Courthouse, 300 Quarropas Street, White Plains, New York 10601 for an Order of Default Judgment pursuant to FRCP 55(b)(2) against defendant for failure to answer or otherwise move with regard to the Complaint.

PLEASE TAKE FURTHER NOTICE that plaintiff shall rely upon an Affidavit of Service,

Affidavit of Amount Due and Non-Military Service and Request for Entry of Default. Also, a proposed form of Judgment is enclosed.

PLEASE TAKE FURTHER NOTICE defendants must file any opposition to this motion within fourteen days hereof.

PLEASE TAKE FURTHER NOTICE that oral argument is hereby requested only if opposition is timely filed and received.

PERETORE & PERETORE, P.C.  
191 Woodport Road  
Sparta, New Jersey 07871  
Attorneys for Plaintiff

By: /s/ Frank Peretore, ESq.  
Frank Peretore, Esq.

Dated: 06/10/08

CERTIFICATE OF SERVICE

I hereby certify that I today caused a copy of the within request for entry of default judgment and supporting papers to be served, via **certified** and **ordinary** mail, upon the defendant as follows:

KGM Circuit Solutions, LLC  
30 Wall Street, Suite 1100  
New York, New York 10003

Dated: 06/10/08

By: /s/ Frank Peretore, Esq.

Frank Peretore, Esq.

PERETORE & PERETORE, P.C.  
191 Woodport Road  
Sparta, New Jersey 07871  
(973) 729-8991  
Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number: 08 CIV 3856
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge Briant
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	
	:	REQUEST FOR ENTRY
vs.	:	OF DEFAULT
	:	
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
_____X	:	

TO: KGM Circuit Solutions, LLC  
30 Wall Street, Suite 1100  
New York, New York 10003

Will you please enter the default of the defendant, KGM Circuit Solutions, LLC, in the above-entitled matter for failure to plead or otherwise defend as provided by the Federal Rules of Civil Procedure.

Plaintiff relies upon the enclosed Affidavit of Service in support of the request filed herein.

PERETORE & PERETORE, P.C.  
Counselors at Law  
191 Woodport Road  
Sparta, New Jersey 07871  
Attorneys for Plaintiff

By:       /s/ Frank Peretore, Esq.        
Frank Peretore, Esq.

Dated: 06/10/08

CERTIFICATE OF SERVICE

I hereby certify that I today caused a copy of the within request for entry of default judgment and supporting papers to be served, via **certified** and **ordinary** mail, upon the defendant as follows:

KGM Circuit Solutions, LLC  
30 Wall Street, Suite 1100  
New York, New York 10003

Dated: 06/10/08

By: /s/ Frank Peretore, Esq.

Frank Peretore, Esq.

PERETORE & PERETORE, P.C.  
 191 Woodport Road  
 Sparta, New Jersey 07871  
 (973) 729-8991  
 Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.  
 Frank Peretore, Esq.  
 FP #7020

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number: 08 CIV 3856
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge Brieant
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	
	:	AFFIDAVIT OF SERVICE
vs.	:	AND DEFAULT
	:	
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
_____X	:	

STATE OF NEW JERSEY :  
 : SS.:  
 COUNTY OF SUSSEX :

FRANK PERETORE, of full age, being duly sworn according to law, upon his oath deposes  
 and says:

1. I am an attorney-at-law of the State of New York and a member of Peretore & Peretore,  
 P.C., attorneys for Plaintiff in the above-captioned action. I am fully familiar with the facts in this

action and make this Affidavit on personal knowledge. I am submitting this Affidavit in support of Plaintiff's Request for Entry of Default Judgment against the Defendants.

2. On May 9, 2008, the Complaint and supporting papers in this action were served upon the defendant by delivering a true copy to Jane Smith, Managing Agent, as appears from the Affidavit of Service, a copy of which is attached hereto as **Exhibit A**.

3. Greater than twenty (20) days has expired since the last service and filing of the summons and Complaint.

4. The time within which the defendant may answer or otherwise move as to the complaint has expired and said defendant has not answered or otherwise moved, and the time for said defendant to answer or otherwise move has not been extended.

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.

Sworn and subscribed to  
before me this 10<sup>th</sup> day  
of June, 2008.

/s/ Marlene J. Meyers  
Marlene J. Meyers  
Notary Public of New Jersey  
My Commission Expires Feb. 9, 2010



**EXHIBIT A**

U.S. DISTRICT COURT  
SOUTHERN-NY DISTRICT OF NEW YORK

Plaintiff(s)

NATIONAL CITY COMMERCIAL CAPITAL COMPANY, LLC

- against -

Defendant(s)

KGM CIRCUIT SOLUTIONS, LLC



N  
Index # 08 CIV 3856  
Index # Filed 04/23/08

Peretore & Peretore, P.C  
191 Woodport Rd.,  
Sparta, NJ 07871

Court Date:

Your File No:

Our Rec. No: 293014

STATE OF NEW YORK: COUNTY OF NASSAU: ss:

Harry Torres LIC#915257, being duly sworn deposes and says deponent is not a party to this action and is over the age of eighteen and resides in the State of New York.

That on 05/09/08 at 9:12AM at:

30 WALL STREET, SUITE 1100  
NEW YORK, NY 10003

deponent served the within CIVIL COVER SHEET, SUMMONS, COMPLAINT, RULE 7.1 STATEMENT\*\* on KGM CIRCUIT SOLUTIONS, LLC recipient therein named.

By delivering to and leaving with "JANE SMITH"  
at 30 WALL ST, STE 1100, NYC 10003  
and that he knew the person so served to be the MANAGING AGENT  
of the corporation.

A description of the recipient or other person served on behalf of the recipient is as follows:

Approximate Age: 45	Approximate Weight: 130	Approximate Height: 5'4"
Color of Skin: WHITE	Color of Hair: BLACK	Sex: FEMALE
REFUSED TO GIVE NAME		

Deponent asked the person spoken to whether the defendant was presently in the military service of the United States Government or on active duty in the military service in the State of New York and was informed he was not. Your deponent further says that he knew the person so served to be the person mentioned and described in said legal papers as defendant/respondent therein. Your deponent is over the age of 18 years and is not a party to this action.

Sworn to before me this date 05/13/08  
Bruce J Smilowitz #01SM4965926  
Notary Public, State of New York  
Nassau County, Commission Expires 04/30/2010

Harry Torres LIC#915257

PERETORE & PERETORE, P.C.  
191 Woodport Road  
Sparta, New Jersey 07871  
(973) 729-8991  
Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.  
FP #7020

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number: 08 CIV 3856
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge Brieant
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	
	:	AFFIDAVIT OF AMOUNT DUE
vs.	:	AND NON MILITARY SERVICE
	:	
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
_____X	:	

STATE OF OHIO :  
: ss.  
COUNTY OF HAMILTON :

Lisa Marie Moore, being duly sworn upon his oath, deposes and says:

1. I am Vice President of National City Commercial Capital Company, LLC (“National City” or “plaintiff”) in this matter and I make this Affidavit in support of plaintiff’s motion for Default

Judgment as against the defendant. I am authorized to make the within affidavit on behalf of plaintiff and am fully and personally familiar with the circumstances and facts contained herein.

### **PROCEDURAL HISTORY**

2. The above action was commenced by the service of a Summons and Complaint. (See Exhibit A to the Affidavit of Service and Default.) True and accurate copies of the Summons and Complaint are attached hereto as **EXHIBIT A**.

3. The time for the defendant to answer or move with respect to the Complaint has expired and the defendant has not answered or moved with respect to the Complaint.

### **TRANSACTIONAL HISTORY**

#### **Transaction One**

4. On or about October 31, 2006, KGM entered into and executed Master Note and Security Agreement # 88046000 ("Master Note #1"), as Borrower, with General Electric Capital Corporation ("GE") as Lender whereby KGM purchased certain equipment, which is listed on the invoices (Equipment) attached to the Master Note #1. Attached hereto as **EXHIBIT B** is a true and accurate copy of the Master Note #1 and Invoice.

5. On or about October 26, 2006 KGM executed a Delivery and Acceptance Notice for the equipment. Attached hereto as **EXHIBIT C** is a true and accurate copy of the Delivery and Acceptance Notice.

6. The Master Note #1 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT D** is a true and accurate copy of the Assignment.

7. KGM defaulted under the terms of Master Note #1 in that it has failed to make the required

monthly payments for September 20, 2007 and each month thereafter.

8. The plaintiff has demanded payment but the defendants refuse and continue to refuse to make payment of the remaining indebtedness.

9. Pursuant to paragraph 12 of the Master Note #1, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.

10. Plaintiff has declared the Master Note #1 in default and demanded the accelerated balance, plus late charges, plus accruing interest and late charges.

11. Pursuant to paragraph 12 of the Master Note #1 in the event KGM defaults under the terms of the Master Note #1, plaintiff is still further entitled to immediate and permanent title and possession of the equipment, which is the subject of the Master Note #1.

12. Pursuant to paragraph 12 of the Master Note #1, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

13. Pursuant to the terms of Master Note #1, plaintiff has declared Master Note #1 in default and demanded the accelerated balance, plus late charges, for a total of \$33,824.82 as of June 4, 2008, plus accruing interest, late charges and any applicable taxes. This sum has been calculated as follows:

Original Contract Balance	\$43,604.75
Less Payments Received	\$ 9,966.80
Principal Due	\$33,637.95
Sales Tax	\$ 0.00
Late Charges	\$ 186.87
<b>TOTAL</b>	<b>\$33,824.82</b>

**Transaction Two**

14. On or about August 21, 2006, KGM entered into and executed a Lease Agreement #88047000 ("Lease #1), as Lessee, with GE as Lessor whereby KGM leased certain equipment, which is listed on the invoice (Equipment) attached to the Lease #1. Attached hereto as **EXHIBIT E** is a true and accurate copy of the Lease #1 and Invoice.

15. On or about August 18, 2006 KGM executed a Certificate of Acceptance for the equipment. Attached hereto as **EXHIBIT F** is a true and accurate copy of the Certificate of Acceptance.

16. The Lease #1 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT G** is a true and accurate copy of the Assignment.

17. KGM defaulted under the terms of Lease #1 in that it has failed to make the required monthly payments for August 20, 2007 and each month thereafter.

18. The plaintiff has demanded payment but the defendants refuse and continue to refuse to make payment of the remaining indebtedness.

19. Pursuant to paragraph 11 of Lease #1, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.

20. Plaintiff has declared the Lease #1 in default and demanded the accelerated balance, plus late charges, plus accruing interest and late charges.

21. Pursuant to paragraph 11 of Lease #1 in the event KGM defaults under the terms of the Lease #1, plaintiff is still further entitled to immediate and permanent title and possession of the equipment, which is the subject of the Lease #1.

22. Pursuant to paragraph 11 of Lease #1, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

23. Pursuant to the terms of the Lease #1, plaintiff has declared Lease #1 in default and demanded the accelerated balance, plus late charges, for a total of \$33,208.64, as of June 4, 2008, plus accruing interest, late charges and any applicable taxes. This sum has been calculated as follows:

Original Contract Balance	\$41,638.74
Less Payments Received	\$ 8,832.46
Principal Due	\$33,082.46
Sales Tax	\$ 0.00
Late Charges	<u>\$ 126.18</u>
<b>TOTAL</b>	<b>\$33,208.64</b>

### **Transaction Three**

24. On or about October 30, 2006, KGM entered into and executed a Master Note and Security Agreement 88472000 ("Master Note #2), as Borrower, with GE as Lender whereby KGM purchased certain equipment, which is listed on the invoice (Equipment) attached to the Master Note#2. Attached hereto as **EXHIBIT H** is a true and accurate copy of the Master Note #2 and Invoice.

25. On or about October 27, 2006 KGM executed a Delivery and Acceptance Notice for the equipment. Attached hereto as **EXHIBIT I** is a true and accurate copy of the Delivery and Acceptance Notice.

26. The Master Note #2 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT J** is a true and accurate copy of the Assignment.

27. KGM defaulted under the terms of Master Note #2 in that it has failed to make the required monthly payments for September 20, 2007 and each month thereafter.

28. The plaintiff has demanded payment but the defendants refuse and continue to refuse to make payment of the remaining indebtedness.

29. Pursuant to paragraph 12 of the Master Note #2, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.

30. Plaintiff has declared the Master Note #2 in default and demanded the accelerated balance, plus late charges, plus accruing interest and late charges.

31. Pursuant to paragraph 12 of Lease #1 in the event KGM defaults under the terms of the Master Note #2, plaintiff is still further entitled to immediate and permanent title and possession of the equipment, which is the subject of the Master Note #2.

32. Pursuant to paragraph 12 of Master Note #2, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

33. Pursuant to the terms of the Lease #1, plaintiff has declared Lease #1 in default and demanded the accelerated balance, plus late charges, for a total of \$17,544.54, as of June 4, 2008, plus accruing interest, late charges and any applicable taxes. This sum has been calculated as follows:

Original Contract Balance	\$22,659.00
Less Payments Received	\$ 5,179.20
Principal Due	\$17,479.80
Sales Tax	\$ 0.00
Late Charges	<u>\$ 64.74</u>
<b>TOTAL</b>	<b>\$17,544.54</b>



34. In total, the defendants owe to plaintiff the sum of \$84,578.00.

35. The defendant is a corporation and therefore is not in the military service.

/s/ Lisa Marie Moore  
Lisa Marie Moore

Sworn to and subscribed  
before me this 4<sup>th</sup> day  
of June, 2008.

/s/ Bobby Miller

Bobby Miller  
Notary Public, State of Ohio  
My Commission Expires 02/18/2013

**EXHIBIT A**

# United States District Court

DISTRICT OF

National City Commercial Capital Company, LLC

## SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

KGM Circuit Solutions, LLC,

TO: (Name and address of defendant)

KGM Circuit Solutions, LLC  
30 Wall Street, Suite 1100  
New York, New York 10003

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Peretore & Peretore, P.C.  
110 Park Street  
Staten Island, New York 10306

an answer to the complaint which is herewith served upon you, within 35 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

DATE

(BY) DEPUTY CLERK

AO 440 (Rev. 10/93) Summons In a Civil Action -SDNY WEB 4/99

<b>RETURN OF SERVICE</b>		
Service of the Summons and Complaint was made by me <sup>1</sup>	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served: _____ _____		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____		
<input type="checkbox"/> Returned unexecuted: _____ _____ _____		
<input type="checkbox"/> Other (specify): _____ _____ _____		
<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL
<b>DECLARATION OF SERVER</b>		
<p style="text-align: center;">I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Executed on _____</p> <p style="text-align: center;">Date</p> </div> <div style="width: 45%;"> <p>_____ Signature of Server</p>   <p>_____ Address of Server</p> </div> </div>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

PERETORE & PERETORE, P.C.

191 Woodport Road

Sparta, New Jersey 07871

(973) 729-8991

Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.

Frank Peretore, Esq.

FP #7020

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number:
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	COMPLAINT
	:	
vs.	:	
	:	
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
	X	

Plaintiff, National City Commercial Capital Company, LLC (hereinafter referred to as plaintiff or ("National City")), by way of complaint against the defendant, SAYS:

**JURISDICTION AND PARTIES**

1. This court has jurisdiction of the within cause of action pursuant to 28 U.S.C. 1332, plaintiff and defendant being citizens of different states and the amount in controversy exceeding Seventy Five Thousand Dollars (\$75,000.00), exclusive of costs and interest.
2. Plaintiff, National City, is an Indiana LLC maintaining its principal place of business at 995

Dalton Avenue, Cincinnati, Ohio 45203. National City has two members, to wit, National City Bank and NCBO Holdings, Inc. National City Bank is an Ohio corporation maintaining its principal place of business at 1900 East Ninth Street, Cleveland, Ohio 44114. NCBO Holdings, Inc. is an Indiana corporation maintaining its principal place of business at 1 National City Center, Suite 845E, Indianapolis, Indiana 46255.

3. Upon information and belief, defendant KGM Circuit Solutions, LLC ("KGM") is a New York corporation with offices located at 30 Wall Street, Suite 1100, New York, New York 10003.

**AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION**

4. On or about October 31, 2006, KGM entered into and executed Master Note and Security Agreement # 88046000 ("Master Note #1"), as Borrower, with General Electric Capital Corporation ("GE") as Lender whereby KGM purchased certain equipment, which is listed on the invoices (Equipment) attached to the Master Note #1. Attached hereto as **EXHIBIT A** is a true and accurate copy of the Master Note #1 and Invoice.

5. On or about October 26, 2006 KGM executed a Delivery and Acceptance Notice for the equipment. Attached hereto as **EXHIBIT B** is a true and accurate copy of the Delivery and Acceptance Notice.

6. The Master Note #1 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT C** is a true and accurate copy of the Assignment.

7. KGM defaulted under the terms of Master Note #1 in that it has failed to make the required monthly payments for September 20, 2007 and each month thereafter.

8. The plaintiff has demanded payment but the defendants refuse and continue to refuse to

make payment of the remaining indebtedness.

9. Pursuant to the terms of the Master Note #1, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.

10. Plaintiff has declared the Master Note #1 in default and demanded the accelerated balance, plus late charges, for a total of THIRTY THREE THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND 82/100 (\$33,824.82) as of February, 2008 plus accruing interest and late charges.

11. Pursuant to the terms of Master Note #1 in the event KGM defaults under the terms of the Master Note #1, plaintiff is still further entitled to immediate and permanent title and possession of the equipment, which is the subject of the Master Note #1.

12. Pursuant to the terms of Master Note #1, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

**AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION**

13. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.

14. On or about August 21, 2006, KGM entered into and executed a Lease Agreement #88047000 ("Lease #1), as Lessee, with GE as Lessor whereby KGM leased certain equipment, which is listed on the invoice (Equipment) attached to the Lease #1. Attached hereto as **EXHIBIT D** is a true and accurate copy of the Lease #1 and Invoice.

15. On or about August 18, 2006 KGM executed a Certificate of Acceptance for the equipment. Attached hereto as **EXHIBIT E** is a true and accurate copy of the Certificate of

Acceptance.

16. The Lease #1 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT F** is a true and accurate copy of the Assignment.

17. KGM defaulted under the terms of Lease #1 in that it has failed to make the required monthly payments for August 20, 2007 and each month thereafter.

18. The plaintiff has demanded payment but the defendants refuse and continue to refuse to make payment of the remaining indebtedness.

19. Pursuant to the terms of the Lease #1, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.

20. Plaintiff has declared the Lease #1 in default and demanded the accelerated balance, plus late charges, for a total of THIRTY THREE THOUSAND TWO HUNDRED EIGHT DOLLARS AND 64/100 (\$33,208.64) as of February, 2008 plus accruing interest and late charges.

21. Pursuant to the terms of Lease #1 in the event KGM defaults under the terms of the Lease #1, plaintiff is still further entitled to immediate and permanent title and possession of the equipment, which is the subject of the Lease #1.

22. Pursuant to the terms of Lease #1, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

**AS AND FOR PLAINTIFF'S THIRD CAUSE OF ACTION**

23. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.

24. On or about October 30, 2006, KGM entered into and executed a Master Note and



Security Agreement 88472000 ("Master Note #2"), as Borrower, with GE as Lender whereby KGM purchased certain equipment, which is listed on the invoice (Equipment) attached to the Master Note#2. Attached hereto as **EXHIBIT G** is a true and accurate copy of the Master Note #2 and Invoice.

25. On or about October 27, 2006 KGM executed a Delivery and Acceptance Notice for the equipment. Attached hereto as **EXHIBIT H** is a true and accurate copy of the Delivery and Acceptance Notice.

26. The Master Note #2 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT I** is a true and accurate copy of the Assignment.

27. KGM defaulted under the terms of Master Note #2 in that it has failed to make the required monthly payments for September 20, 2007 and each month thereafter.

28. The plaintiff has demanded payment but the defendants refuse and continue to refuse to make payment of the remaining indebtedness.

29. Pursuant to the terms of the Master Note #2, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.

30. Plaintiff has declared the Master Note #2 in default and demanded the accelerated balance, plus late charges, for a total of SEVENTEEN THOUSAND FIVE HUNDRED FORTY FOUR DOLLARS AND 54/100 (\$17,544.54) as of February, 2008 plus accruing interest and late charges.

31. Pursuant to the terms of Lease #1 in the event KGM defaults under the terms of the Master Note #2, plaintiff is still further entitled to immediate and permanent title and possession of the

equipment, which is the subject of the Master Note #2.

32. Pursuant to the terms of Master Note #2, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

**AS AND FOR PLAINTIFF'S FOURTH CAUSE OF ACTION**

33. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.

34. In entering into the transactions at issue, plaintiff and plaintiff's predecessor relied directly upon the express representations of defendant with regard to the Master Notes and Lease and related documents.

35. Defendant entered into the Master Notes and Lease and related documents full knowledge of plaintiff's and plaintiff's predecessor's reliance upon its representations therein and, indeed, it made said representations to induce plaintiff and plaintiff's predecessor to rely thereon.

36. Plaintiff has been injured as a direct and proximate result of the defendant's failure to honor the express representations in the Master Notes and Lease and related documents.

37. Based upon the foregoing, defendants are now estopped from disputing the representations in the Master Notes and Lease and related documents.

**AS AND FOR PLAINTIFF'S FIFTH CAUSE OF ACTION**

38. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.

39. As a result of defendant's conduct as set forth above, defendant has been unjustly enriched.

40. Plaintiff is entitled to recovery under the doctrines of quasi contract, quantum meruit and

unjust enrichment and otherwise.

**AS AND FOR PLAINTIFF'S SIXTH CAUSE OF ACTION**

41. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.

42. Defendant's actions as set forth above constitute an intentional and knowing conversion of the plaintiff's assets and property.

43. Plaintiff has been severely injured as a direct and proximate result of defendant's conversion of plaintiff's assets and property.

WHEREFORE, plaintiff demands judgment against the defendant, KGM Circuit Solutions, LLC, as follows:

On the First Count, in the amount of THIRTY THREE THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND 82/100 (\$33,824.82) and for immediate and permanent title and possession of the equipment which is the subject of the Master and Note #1; and

On the Second Count, in the amount of THIRTY THREE THOUSAND TWO HUNDRED EIGHT DOLLARS AND 64/100 (\$33,208.64) and for immediate and permanent title and possession of the equipment which is the subject of the Lease #1; and

On the Third Count, in the amount of SEVENTEEN THOUSAND FIVE HUNDRED FORTY FOUR DOLLARS AND 54/100 (\$17,544.54) and for immediate and permanent title and possession of the equipment which is the subject of the Master and Note #2; and

On the Fourth Count, in the amount of EIGHTY FOUR THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND 00/100 (\$84,578.00) and for immediate and permanent title and possession of the equipment which is the subject of the two Master and Note agreements and the

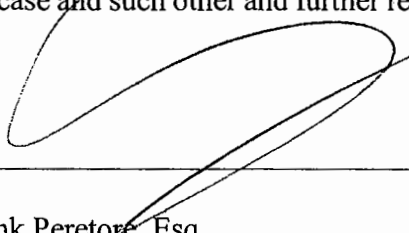
Equipment Lease; and

On the Fifth Count, for the reasonable value of the equipment and monies provided to the defendant; and

On the Sixth Count, in the amount of EIGHTY FOUR THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND 00/100 (\$84,578.00) and for immediate and permanent title and possession of the equipment which is the subject of the two Master and Note agreements Equipment Lease and for punitive damages; and

All of the above together with accruing interest from February, 2008, late charges, attorneys' fees, interest and costs and disbursements of this case and such other and further relief as this court may deem just and proper.

Dated: 6/3/08

  
\_\_\_\_\_  
Frank Peretore, Esq.  
PERETORE & PERETORE, P.C.  
Attorneys for the Plaintiff  
110 Park Street  
Staten Island, New York 10306  
(718) 667-8785

**EXHIBIT A**



GE Commercial Finance  
Vendor Financial Services

Agreement # 6636161

## Master Note and Security Agreement

"Master Agreement" means this Master Note and Security Agreement. "Schedule" means any Payment Schedule signed by you and us that incorporates the terms of this Master Agreement. "Note" means this Master Agreement and any Schedule. "Lender" means General Electric Capital Corporation and is also referred to as "we", "us" and "our". "Borrower" means the entity or individual identified below and is also referred to as "you" and "your". "Equipment" means the equipment described on each Schedule. "Collateral" has the meaning given to such term in Section 3 below.

**1. COMMENCEMENT OF SCHEDULE.** Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Balance of the Schedule to you or your designee; provided that we do not have to fund the Original Principal Balance of a Schedule to you or your designee unless on or before the Last Funding Date indicated on such Schedule (which is the date the credit approval for such Schedule expires): (a) we have received all required documentation (including confirmation of acceptance) in satisfactory form and substance and any required Advance Payment; (b) no material adverse change in your business, operations or financial condition occurs; and (c) no Default as described in Section 11 occurs and is then continuing. YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY PAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER.

**2. DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT: (a) WE ARE NOT THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REPRESENTATIVE OF EITHER THE SUPPLIER OR MANUFACTURER; (b) YOU HAVE SELECTED THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOR YOUR PURPOSES BASED SOLELY UPON YOUR OWN JUDGMENT WITHOUT ANY ASSISTANCE FROM US OR OUR AGENTS OR EMPLOYEES; (c) YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR EMPLOYEES; (d) THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT YOU ARE FULLY SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY PART OF THE EQUIPMENT OR (AS APPLICABLE) ANY OTHER COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, OR AS TO SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE BY YOU. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE USE OF THE EQUIPMENT, ANY OTHER COLLATERAL, OR OTHERWISE.

**3. NOTE PAYMENTS; ADJUSTMENTS.** You agree to remit to us the Note Payments (as set forth in the Schedule) and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H.15 (available at <http://www.federalreserve.gov/releases/h15/update/>) on the date we either prepare the

corresponding Schedule or (if applicable) send you a written financing proposal/quote relating to the Equipment (the "Initial Rate Date"). The interest rate and your Note Payment may be adjusted if the Swap Rate as reported 4 business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the interest rate changes. If the invoiced amount for the Equipment relating to a Schedule is more than the Original Principal Balance shown on that Schedule due to changes in Equipment configuration or other cost factors affecting such invoiced amount, and if such an increase is within the dollar limits and time limits of our credit approval, you authorize us to increase the Original Principal Balance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will notify you of any such adjustment.

**4. OTHER CHARGES.** You agree to: (a) pay all costs and expenses associated with the ownership, use, maintenance, servicing, repair or replacement of the Equipment and (as applicable) any other Collateral and (b) pay all premiums and other costs of insuring the Equipment and (as applicable) any other Collateral. In addition, you will (1) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing the Note and (2) pay all other costs and expenses for which you are obligated under the Note, including any Document Fee specified in the Schedule (the "Other Charges"). You agree to file all required property and other tax returns and pay all property and other taxes promptly, which may be assessed against the Equipment or against any of the other Collateral. We may take on your behalf any action required under the Note, which you fail to take, and upon receipt of our invoice you will promptly pay our costs, plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

**5. SECURITY INTEREST.** As security for the payment of any of your obligations and liabilities of any nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter contracted or acquired, to us pursuant to this Master Agreement and any extensions and modifications hereof (any and all of which are sometimes referred to hereafter as the "Indebtedness"), you hereby give, grant and assign to us, our successors and assigns, a continuing first perfected security interest in the Equipment, all repairs, accessories, additions, parts, supplies, attachments, devices, replacements and substitutions for or accessories to such property, all software used in connection with such property, all insurance or other proceeds of such property, all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records directly or indirectly related to the foregoing and all your security deposits, revenues or other funds or property in possession of or in transit to us (all herein referred to collectively as the "Collateral"). You hereby authorize us to prepare and file, electronically or otherwise, a financing statement and any amendment thereto or continuation or assignment thereof relating to our interest in the Collateral, and containing any other information required by the applicable Uniform Commercial Code. A photostatic copy or other reproduction of this Master Agreement or of a financing statement shall be sufficient as a financing statement.

**6. LATE CHARGES.** For any payment, which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

(Continued on next page)

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF IOWA. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS YOU AND WE MAY LATER AGREE IN WRITING TO MODIFY IT.

<b>GENERAL ELECTRIC CAPITAL CORPORATION</b> 1010 Thomas Edison Blvd, Cedar Rapids, IA 52404		<b>KGM CIRCUIT SOLUTIONS, LLC</b> Full Legal Name <b>CIRCUIT SOLUTIONS</b>	
By:	<i>[Signature]</i>	By:	<i>[Signature]</i>
Name:		Name:	<i>[Signature]</i>
Title:		Title:	Member
Date:	10/31/08	Date:	10/31/08





GE Commercial Finance  
Vendor Financial Services

**7. MAINTENANCE AND REPAIR.** You must keep the Equipment and any other Collateral free of liens (other than our lien). You may not remove the Equipment or (as applicable) any other Collateral from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment and any other Collateral in your exclusive control and possession; (b) **USE THE EQUIPMENT AND ANY OTHER COLLATERAL ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES;** (c) use the Equipment and any other Collateral in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment and (as applicable) any other Collateral repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and (as applicable) any other Collateral and the related maintenance and other records.

**8. INDEMNITY.** YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCURRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE, CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEFENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY SCHEDULE.

**9. LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) promptly repair the item or replace the item with a comparable item reasonably acceptable to us (along with repairing or replacing any other Collateral lost, stolen or damaged); or (b) pay us the sum of: (i) all past due and current Note Payments, (ii) the then remaining principal balance of the applicable Note (after application of item (b)(i)), and (iii) all Other Charges. In the event you exercise option (a) above and replace the Equipment, you will (A) notify us of such replacement within 30 days of the date the Equipment is lost, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacturer. In the event you exercise option (b) above, we will then release our security interest in the Collateral. Insurance proceeds will be applied toward repair, replacement or payment hereunder, as applicable.

**10. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we may require, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commencement Date of a Schedule and at any time thereafter, you must provide us with evidence of such insurance coverages.

**11. DEFAULT.** You will be in default ("Default") under the Note if: (a) you fail to remit to us any payment within 10 days of the due date or breach any other obligation under the Note; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us or any of our affiliates.

**12. REMEDIES.** Upon the occurrence of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to be immediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon the occurrence of a Default, we may, in our sole discretion, elect to foreclose or realize upon the Collateral. Should we elect to foreclose or realize upon the Collateral, you expressly agree that your rights under and interests in the Collateral shall be (to the maximum extent permitted under applicable law) automatically, and without any further action required of any party, assigned and conveyed to us, but that we shall have no obligations or liabilities related to the Collateral, all of which shall remain with you. You agree to execute and deliver to us (or our designee) such agreements, documents and instruments as may be necessary, in our sole discretion, to effect such assignment and conveyance. Upon such assignment and conveyance, you expressly acknowledge that we may exercise any of the rights related to the Collateral to the exclusion of you. In addition, we may exercise all rights and remedies available to us under the law and Uniform Commercial Code as now

enacted or as may be from time to time amended and, in conjunction with, addition to or substitution for those rights and remedies, at our discretion, we may, in conformity with applicable law (i) enter upon your premises and take possession of, assemble and collect the Collateral or to render it unusable, (ii) require you to assemble the Collateral and make it available at a place we designate which is mutually convenient, to allow us to take possession or dispose of the Collateral, (iii) sell the Collateral at public or private sale, whether or not the Collateral is in our constructive possession, in one or more sales, as an entirety or in parcels, and be, at our election, the purchaser at any such sale; and/or (iv) lease or otherwise dispose of all or part of the Collateral applying the resulting proceeds to all expenses in connection with the taking and sale or lease of Collateral, and any balance of such proceeds toward the payment of your obligations in such order of application as we may from time to time elect, provided that any proceeds we receive in excess of your obligations will be remitted to you or (as the case may be) the party otherwise lawfully entitled thereto.

Without limitation to the foregoing, it is agreed that upon 5 days' notice to you and within 6 months of repossession (i) any private sale of the Collateral in "as is" condition at wholesale including, without limitation, sales based on bids received from dealers, manufacturers or otherwise, or (ii) any lease of the Collateral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collateral. In no event will blue book, black book, NADA or other published price lists be determinative of the commercial reasonableness of any disposition of the Collateral. Notwithstanding any repossession or any other action which we may take with respect to the Collateral, you shall be and remain liable for any deficiency and for the full performance of all obligations on your part to be performed. All such remedies are cumulative and, to the extent permitted by law, may be exercised concurrently or separately.

**13. ASSIGNMENT.** YOU MAY NOT ASSIGN OR DISPOSE OF ANY RIGHTS OR OBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. We may, without notifying you, (a) assign all or any portion of our interest in the Note or all or any portion of our interest in the Equipment or any other Collateral; and (b) release information we have about you and the Note to the manufacturer, supplier or any prospective investor, participant or purchaser of the Note. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under the Note (to the extent of such assignment), but none of our obligations (unless we and such assignee agree otherwise in writing). You agree not to assert against our assignee claims, offsets or defenses you may have against us.

**14. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to you or (as the case may be) our business address. You represent that: (a) you have authority to enter into the Note and by so doing you will not violate any law or agreement; and (b) the Note is signed by your authorized officer, representative or agent. The Note is the entire agreement between you and us, and cannot be modified except by another document signed by you and us. The Note is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our representatives to: (a) obtain credit reports and make credit inquiries; and (b) furnish your payment history to credit reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a court finds any provision of the Note to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing information on the Note, including the Commencement Date, your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege.

**15. LIMITATIONS ON CHARGES.** This Section controls over every other part of this Master Agreement and over all other documents now or later pertaining to the Note. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Section, be read under any circumstances to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Note to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Note, or refunded to you.

Remainder's Initials



Questions???? 800-327-9701  
Fax: 319-841-6324

Correspondence Only: PO BOX 3083  
CEDAR RAPIDS IA 52406-3083

## GE Capital

GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

10/02/07 AI 0000001 GEVIA501 001 002 1-OUNCE 980148 12/07/2012.00

KGM CIRCUIT SOLUTIONS LLC  
C/O WESTCOM  
ATTN: ACCOUNTS PAYABLE  
162 5TH AVE  
NEW YORK NY 10010

Billing ID Number	90133740842
Invoice Number	66089380
Invoice Date	09/09/2007
Due Date:	10/01/2007
Current Items Due:	1,308.14
Total Amount Due:	3,862.13

CEPNE

000

### Account Schedule Number

### INVOICE FOR CURRENT ITEMS DUE

Due Date	Purchase Order Number Equipment Description	Line Item Amount	Acct/Sched Total
----------	------------------------------------------------	---------------------	---------------------

4416161-005\*

REFERENCE NUMBER 4416161008  
SYSTEM SOFTWARE-CURRENT GA  
- LOCATION:  
30 WALL ST  
NEW YORK NY 10003

10/01/2007	PAYMENT/INSTALLMENT DUE	1,245.85	
08/01/2007	LATE CHARGES DUE	62.29	

SERVICE.LEASINGSOURCE.COM  
PAY BILLS ONLINE.

To ensure proper credit, detach and  
return this portion with your payment.  
Please include your billing ID Number  
on your check.

KGM CIRCUIT SOLUTIONS LLC  
C/O WESTCOM  
ATTN: ACCOUNTS PAYABLE  
162 5TH AVE  
NEW YORK NY 10010

Please check here if your address or equipment  
location has changed and complete reverse side.

Billing ID Number	90133740842
Invoice Number	66089380
Due Date:	10/01/2007
Current Items Due:	1,308.14
Total Amount Due:	3,862.13

CEPNE

000

Make Checks Payable and Remit to:

GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

590133740842660893800000013081400000386213660893803818



**EXHIBIT B**



GE Commercial Finance  
Vendor Financial Services

Master Note and Security Number: 4416161  
Schedule Number: 005

### DELIVERY AND ACCEPTANCE NOTICE

Borrower Name: KGM CIRCUIT SOLUTIONS, LLC

Lender Name: GENERAL ELECTRIC CAPITAL  
CORPORATION

Quantity	Equipment Model and Description	Serial Number
	SYSTEM SOFTWARE - CURRENT QA RELEASE	
	<input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software, attached hereto and made part hereof.	
Equipment Location: 30 WALL STREET, NEW YORK, NY 10003		
Equipment Supplier: EASTERN RESEARCH, INC.		

ACCEPTANCE NOTICE As evidenced by this Delivery and Acceptance Notice, Borrower, through its authorized representative certifies to Lender that:

- (a) All the Equipment (to include any software being financed in connection with the Equipment) has been delivered to and inspected by Borrower on the date set forth below (the "Acceptance Date");
- (b) Borrower has irrevocably accepted the Equipment as of the Acceptance Date;
- (c) No event which would allow the Lender to declare a Default (as defined in Section 11 of the Master Note and Security Agreement) has occurred, and all of the representations and warranties made in the Master Note and Security Agreement by the Borrower are true as of the Acceptance Date;
- (d) Borrower hereby expressly authorizes Lender to insert the Acceptance Date in the space below upon the verbal instruction of Borrower.

Borrower: KGM CIRCUIT SOLUTIONS, LLC

By: X 

Name: X Kevin Gori

Title: X member

Acceptance Date: X 10/26/06



GE Commercial Finance  
Vendor Financial Services

**Exhibit A to Schedule and Certificate of Acceptance**

KCM CIRCUIT SOLUTIONS, LLC  
4416161003

DESCRIPTION	QTY
System Software - Current GA Release	1
DNX 4 Slot Equipment Nest - 24VDC	
DNX 4 Slot Equipment Nest - AC	
DNX 4 Slot Equipment Nest - 48VDC	
DNX 11 Slot Equipment Nest	
DC Power Supply (for 11 slot nest)	
AC Power Supply (for 11 slot nest)	
SMC II w/Stratum 3 clk	
Expansion Node Manager (XNM)	
SMC II A or XNM rear module	
Expansion Node Cross Connect App (XCC)	
Expansion Node Cross Connect I/E (XCC)	
Expansion Link Controller Module (XLC)	
Single STS-1 Application Module	
Single STS-1 Interface Module	
Hybrid DS-3 Application Module	4
Hybrid DS-3 Interface Module	4
Octal T1/E1 Application Module	
Octal T1/E1 with APS Application Module	
Octal T1/E1 Interface Module	
Octal HSD Application Module	
Octal HSD Interface Module	
Quad OCUDP Application Module	
Quad OCUDP Interface Module	
Router/8 Application Module	
Router/8 Interface Module	
Octal Voice Application Module	
Octal 4 Wire F & M Interface Module	
Octal 2 Wire FXO/DPT Interface Module	
Octal 2 Wire FXS Interface Module	
STM1 Application Module	
STM1X (X-Link) Application Module	
OC3 Application Module	
OC3X (X-Link) Application Module	
STM1/OC3 Inter-range Interface Module	
STM1/OC3 Long-range Interface Module	
Octal DS0-DP Application Module	
Octal DS0-DP Interface Module	
E3 Application Module	
E3 Interface Module	
DNX Family Product Documentation CD-ROM	1

Lessee Initials: X

Date: 6/10/08



GE Commercial Finance  
Vendor Financial Services

<b>N+1 Switch</b>	
N+1 Protection Switch (for DNX-11 only)	
N+1 Switch Controller Card	
N+1 Switch DC Power Supply	
N+1 Narrowband Primary Card	
N+1 Narrowband Redundant Card	
N+1 Broadband-E Primary Card	1
N+1 Broadband-E Redundant Card	

**SUBTOTAL - N+1 Switch Products**

**Cables & Accessories**

N+1 Switch Blank Bezel	
Blank bezel for front system manager slots	
Blank bezel for front application slots	
Blank bezel for rear interface slots	
Blank bezel for power supply slots, DNX-11	
VAC to VDC Power Converter (1.5A)	
DSX Patch Panel 48 port	
50 pin to 50 pin telco cable	
50 pin telco to bare wire cable	
Harmonics Adapter 50 pin E to 8 RJ-45G	
Broadband MM Coaxial Cable	
Expansion cable - XCC to XLC (10')	
Expansion cable - XCC to XLC (20')	
DNX-11 Flush 23" Rack Mount Adapter Kit	
DNX-11 Center 23" Rack Mount Adapter Kit	
PSX Flush 23" Rack Mount Adapter Kit	
PSX Center 23" Rack Mount Adapter Kit	

System Software - Current GA Release	1
DNX-11 Slot Equipment Nest	1
DC Power Supply (for 11 slot nest)	0
AC Power Supply (for 11 slot nest)	2
SMC II w/Stream 3 ckt	2
Expansion Node Manager (XNM)	0
SMC II or XNM rear module	0
SMC II A or XNM A rear module	1
Expansion Node Cross Connect App (XCC)	0
Expansion Node Cross Connect I/E (XCC)	0
Expansion Link Controller Module (XLC)	2
Single STS-1 Application Module	0
Single STS-1 Interface Module	0
Hybrid DS-3 Application Module	1
Hybrid DS-3 Interface Module	1
Octal T1/E1 Application Module	0
Octal T1/E1 with APS Application Module	0
Octal T1/E1 Interface Module	0
Octal HSD Application Module	0
Octal HSD Interface Module	0
Quad OCUDP Application Module	0
Quad OCUDP Interface Module	0

Lesaco Initials:

Date:


**GE Commercial Finance**  
 Vendor Financial Services

Single Router Application Module	0
Single Router Interface Module	0
Router/R Application Module	0
Router/R Interface Module	0
Octal Voice Application Module	0
Octal 4 Wire F&M Interface Module	0
Octal 2 Wire EXO/DPT Interface Module	0
Octal 2 Wire FXS Interface Module	0
STM1 Application Module	0
OC3 Application Module	0
OC3/STM1 Optical Next (X-link) Software	0
STM1/OC3 Inter-range Interface Module	0
STM1/OC3 Long-range Interface Module	0
Octal DS0-DP Application Module	0
Octal DS0-DP Interface Module	0
E3 Application Module	0
E3 Interface Module	0

DNX Family Product Documentation CD-ROM	0
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N+1 Switch	QTY
N+1 Protection Switch (for DNX 11 only)	1
N+1 Switch Controller Card	1
N+1 Switch DC Power Supply	2
N+1 Narrowband Primary Card	0
N+1 Narrowband Redundant Card	0
N+1 Broadband-E Primary Card	0
N+1 Broadband-E Redundant Card	1

Cables & Accessories	
N+1 Switch Blank Bezels	7
Blank bezel for front system manager slots	0
Blank bezel for front application slots	5
Blank bezel for rear interface slots	7
Blank bezel for power supply slots - DNX-11	0
DSX Patch Panel 48 port	
50 pin to 50 pin telco cable - 15Ft	
50 pin telco to bare wire cable - 15Ft	0
Harmonics Adapter 50 pin F to 8 RJ-45C	
Broadband M/M Coaxial Cablem - 15Ft	
Expansion cable - XCC to XLC (10')	4
Expansion cable - XCC to XLC (20')	
DNX-11 Flush 23" Rack Mount Adapter Kit	
DNX-11 Center 23" Rack Mount Adapter Kit	
DSX Flush 23" Rack Mount Adapter Kit	
DSX Center 23" Rack Mount Adapter Kit	

Lessee Initials: X

Date:

**EXHIBIT C**



Equipment Finance Services

10 Riverview Drive  
Danbury, CT 06810  
T (203) 749-6000

October 20, 2007


Customer  
KGM Circuit Solutions LLC  
30 Wall Street  
New York, NY 10005

Re: Notice of Assignment - Equipment Schedule No. 4416161-005 (the "Designated Schedule")  
incorporating by reference the terms and conditions of that certain Master Note and Security  
Agreement dated as of October 31, 2006, both between General Electric Capital Corporation ("GE")  
and KGM Circuit Solutions LLC ("Customer").


Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
Name: JoEllen Bentson  
Title: Capital Markets Operations - Syndications

NATIONAL CITY COMMERCIAL CAPITAL  
COMPANY, LLC  
Purchaser

By:   
Name: THOMAS C. OTTO  
Title: VICIE PRESIDENT

**EXHIBIT D**





## Lease Agreement

Lease Number 4416161003

<b>LESSEE NAME:</b> KGM CIRCUIT SOLUTIONS, LLC <b>TRADE/DBA NAME:</b> CIRCUIT SOLUTIONS <b>ADDRESS:</b> 30 WALL STREET <b>CITY, STATE, ZIP:</b> NEW YORK, NY 10005 <b>CONTACT:</b> GARY PRESTIPINO PH: (212) 791-3809	<b>SUPPLIER NAME:</b> EASTERN RESEARCH, INC. <b>ADDRESS:</b> 225 EXECUTIVE DRIVE <b>CITY, STATE, ZIP:</b> MOORESTOWN, NJ 08057 <b>CONTACT:</b> PH: (800) 337-4374
<b>EQUIPMENT ADDRESS</b> <b>ADDRESS:</b> 30 WALL STREET, NEW YORK, NY 10005	

## SCHEDULE OF EQUIPMENT

Qty	Description of Equipment & Serial Number	Total Cost	
	DATA/VOICE HARDWARE	EQUIPMENT	\$39,104.00
<input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software, attached hereto and made part hereof		Total Cost: \$39,104.00	

## SCHEDULE OF RENTAL PAYMENTS

Lease Term (In Months)	Total Number of Rental Payments	Amount of Each Rental Payment (Plus Applicable Taxes)	Advance Payment (Plus Applicable Taxes)	Documentation Fee	End of Lease Purchase Option
36	36	\$1,261.78	\$0.00	\$100.00	<input checked="" type="checkbox"/> \$1.00 Purchase Out Last Funding Date: 08/06/06
Additional Provisions:					

**Important Notice:** We have written this Lease in plain language because we want you to understand its terms. Please read this Lease carefully. The words "you" and "your" mean the Lessee named below. The words "we", "us", and "our" refer to the Lessor named below. BY SIGNING THIS LEASE, YOU AGREE TO THE TERMS ON THE FRONT AND REVERSE SIDES OR SUBSEQUENT PAGES, INCLUDING ALL THE TERMS AND CONDITIONS. THIS LEASE IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US. YOU CERTIFY THAT ALL THE INFORMATION CONTAINED IN THIS LEASE AND YOUR APPLICATION IS CORRECT AND COMPLETE. THIS LEASE IS NOT BINDING UPON US UNTIL WE SIGN IT.

**Execution and Delivery of Lease:** This Lease will be created and evidenced as follows: (i) we will deliver to you (at the e-mail, facsimile or business address you provide to us) an electronic (e-mail or facsimile) or paper version of each document to be signed by you, including this Lease and any exhibits or related documents (each a "Document"); (ii) you will print (if applicable) and manually sign the signature page of each such Document and deliver to us by facsimile or other means the signed signature page; (iii) we will manually sign each signature page so delivered by you (if the Document requires your signature); and (iv) we will attach each fully signed signature page to a printed paper copy of the applicable Document. By so signing and transmitting a Document to us, you confirm your intent to sign such Document and accept its terms. You acknowledge that we are relying upon your promise that you have not modified the Document sent to you for signature. We both intend that each Document produced by this process which contains our original manual signature shall be for all purposes (including perfection of security interest and admissibility of evidence) the sole original authenticated Document. We will promptly send you a copy of each fully signed Document and will retain each original authenticated Document, which will be conclusively presumed to be identical to the version signed by you unless you deliver specific written objections thereto within three (3) business days after receipt of such copy.

LESSOR: GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]  
 Name & Title: [Signature]  
 Date: 06/12/2006

LESSEE: KGM CIRCUIT SOLUTIONS, LLC

Signature: X [Signature]  
 Name & Title: X GARY PRESTIPINO SUP OPERATIONS  
 Date: X 5-12-2006 Fed Tax ID or SSN: X 141 84 8051

**Unconditional Personal Guarantee:** In consideration of Lessor entering into the above Lease in reliance on this Guarantee, the undersigned, jointly and severally, if more than one, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to Lessor, its successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease, whether such obligations are now or hereafter existing. The undersigned agrees that (a) this is an absolute, unconditional and continuing guarantee of payment and not of collection and that Lessor can proceed directly against the undersigned without disposing of any security or seeking to collect from Lessee under the Lease, (b) the undersigned waives all defenses and notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Lessor's costs of enforcement and collection. This Guarantee survives the bankruptcy of Lessee and binds the undersigned's administrators, successors and assigns. The undersigned's obligations under this Guarantee continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and the undersigned agrees not to be repaid by Lessee in the event the undersigned must pay Lessor. THIS GUARANTEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. EACH OF THE UNDERSIGNED AGREES TO JURISDICTION AND VENUE IN THE STATE OF IOWA. Each of the undersigned authorizes Lessor to conduct an investigation of his/her/its credit history and directs his/her/its creditors (including banks, leasing companies and trade suppliers) to release information regarding his/her/its credit to Lessor, its successors and assigns. Each of the undersigned authorizes Lessor to release all information that Lessor may possess about him/her/it to any prospective purchaser of the lease.

Guarantor:  
 Signature: X  
 Name & Title printed (if Entity): X

Guarantor:  
 Signature: X  
 Name & Title printed (if Entity): X



## Terms and Conditions

1. **COMMENCEMENT OF LEASE; RENTAL PAYMENTS.** You agree to lease from us the Equipment described in this Lease and remit to us Rental Payments (and applicable taxes) for the full Lease Term. Rental Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. When you receive the Equipment, you agree to inspect it and to verify by telephone such information as we may require or, at our request, send us a written certificate of acceptance. We do not have to accept this Lease and we are not obligated to purchase a unit of Equipment from Supplier or lease a unit of Equipment to you unless on or before the Last Funding Date indicated on the cover page of this Lease (which is the date the credit approval for this Lease expires): (a) we have received all required documentation in satisfactory form and substance, (b) you have accepted the Equipment in accordance with the terms set forth below, (c) we have received any required Advance Payment, (d) no material adverse change in your business, operations or financial condition occurs, and (e) no Event of Default as described in Section 10 occurs and is then continuing. If we do not accept this Lease, we will return to you any Advance Payment. If all the conditions precedent set forth above have been met and we have accepted this Lease, the Lease Term begins on the date you accept the Equipment (the "Lease Commencement Date"). **ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE LEASE TERM.** If the Lease Commencement Date is not the first or the fifteenth day of any calendar month (a "Payment Date"), the Lease Term will be extended by the number of days between the Lease Commencement Date and the Payment Date which first occurs after the Lease Commencement Date, and your first payment will be increased by 1/30th of the monthly Rental Payment multiplied by the number of days elapsed from the Lease Commencement Date to the day immediately preceding the first Payment Date after the Lease Commencement Date. You authorize us to change the Rental Payment by not more than 15% due to changes in the Equipment configuration or other factors affecting Equipment Cost which may occur prior to our acceptance of this Lease. We will advise you of the due date of each Rental Payment and the address to which you must send your payments, but our failure to so advise you will not release you of your obligations under this Lease. Rental Payments are due whether or not you receive an invoice. Unless otherwise required by applicable law, we are not required to refund any Rental Payment, pay any interest on any Advance Payment, or keep any Advance Payment in a separate account. We may apply the Advance Payment to any amount you owe us under this Lease. Lease Rate Factor: Your periodic Rental Payments are calculated using a lease rate factor (the "Lease Rate Factor"). The Lease Rate Factor is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of this Lease as published in the Federal Reserve Statistical Release H.15 available at <http://www.federalreserve.gov/releases/h15/update/> on or about the date this Lease is prepared by us (the "Initial Rate Date"). The Lease Rate Factor and your periodic Rental Payments may be adjusted if the Swap Rate as reported four (4) business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the Lease Rate Factor changes. Notwithstanding the foregoing, if this is a Stated Purchase Option Lease and the Lease Rate Factor is provided to you on or before December 31<sup>st</sup> of any calendar year, but the Lease Commencement Date is on or after January 1<sup>st</sup> of the following calendar year, then the Lease Rate Factor and your periodic rental payment will be adjusted to preserve our tax economic yields and cash flows and we will notify you of any such adjustments.

2. **TAXES.** You agree to pay us, when invoiced, all sales and use taxes and other similar charges imposed relative to this Lease, the Rental Payments or the Equipment. If the Purchase Option amount is \$1.00 (a "Dollar Purchase Option"), you agree to file any required personal property tax returns and if we ask, provide us with proof of payment. If the Purchase Option amount is other than \$1.00 (a "Stated Purchase Option"), you agree at our option to either (a) reimburse us for all personal property taxes which we may be required to pay as the owner of the Equipment or (b) remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed. If an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affects our after-tax earnings on this Lease, we may increase the Rental Payments to offset such adverse effect and a change in the Rental Payments is effective on the effective date of such increase.

3. **NET LEASE.** THIS LEASE IS A NET LEASE AND YOUR PAYMENT OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, ABATEMENT, REDUCTION, RECOUPMENT, DEFENSE OR SETOFF FOR ANY REASON WHATSOEVER.

4. **OWNERSHIP.** If this Lease provides for a Dollar Purchase Option, you will have title to the Equipment and will be deemed to be the owner of the Equipment and will be entitled to all tax benefits. If this Lease provides for a Stated Purchase Option, we will have title to the Equipment unless and until you exercise any Purchase Option available to you at the end of the Lease Term. To secure your obligations to us under this Lease, you grant us a first priority security interest in the Equipment and all related proceeds. You irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, a financing statement and any amendment thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable Uniform Commercial Code. At our request, you will attach identifying labels supplied by us showing our interest in a prominent position on each unit of Equipment.

5. **MAINTENANCE.** You will, at your own expense, (a) keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted, free of all claims, liens and encumbrances of any kind or nature, (b) not move the Equipment from the Equipment Location without our prior written consent, (c) use the Equipment solely for commercial purposes in the manner for which it is intended and in compliance with all applicable laws and manufacturer requirements or recommendations, (d) perform all service and maintenance requirements described in the operator's and instrument manuals provided by the manufacturer or Supplier and keep the Equipment eligible for any manufacturer's warranty certification, and (e) give us reasonable access to inspect the Equipment and its maintenance and other records. All additions, upgrades, replacement parts and attachments will become part of the Equipment unless they can be easily removed without damage to the original Equipment. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment.

6. **DISCLAIMER OF WARRANTIES.** You have selected the Equipment. You acknowledge that the Supplier, the manufacturer of the Equipment and their respective representatives are not our agents and are not authorized to modify the terms of this Lease. You are aware of the name of the manufacturer or Supplier of each item of Equipment and you will contact the manufacturer or Supplier for a description of your warranty rights. You agree to settle any dispute you may have regarding performance of the Equipment with the manufacturer or Supplier of the Equipment. **WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, ITS DESIGN, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR THIS LEASE. WE WILL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OF THIS LEASE OR FOR ANY LOSSES, DAMAGES, DELAY OR FAILURE TO DELIVER THE EQUIPMENT. THIS LEASE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree to waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent permitted by applicable law, you also hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or modify any of our rights or remedies under this Lease, including any rights you may have which require us to (a) sell any Equipment to mitigate damages or (b) provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts. If you signed a purchase order for the Equipment, you assign to us, without further action on your or our part, all of your rights but none of your obligations with respect to the Equipment and any proceeds thereof and agree to, upon our request, obtain consent from the manufacturer or Supplier of Equipment with respect to such assignment. Unless you are in default under this Lease, you may at your own expense enforce all warranties and other rights directly against the manufacturer.

7. **INDEMNITY.** You are responsible for, and agree to defend and indemnify us against, all losses, damages, claims, injuries and attorneys' fees incurred or asserted by any person that relate to the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Lease. If this Lease provides for a Stated Purchase Option, you agree that it was entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment, and you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged, you will (and Rental Payments will continue to accrue without abatement until you), at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us a sum equal to (1) all Rental Payments and other amounts then due and payable under this Lease, and (2) the present value of (i) all Rental Payments to become due during the remainder of the Lease Term, and (ii) the Purchase Option amount set forth in this Lease, each discounted at (x) 6% per annum if this Lease provides for a Stated Purchase Option, (y) the lease charge rate (as determined pursuant to Section 16) if this Lease provides for a Dollar Purchase Option, or (z) if such applicable rate is not permitted by law, then at the lowest rate permitted by law (collectively referred to as the "Net Book Value"). We will then transfer to you all our right, title and interest in the Equipment "AS-IS, WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. Insurance proceeds will be applied toward repair or replacement of the Equipment or payment hereunder, as applicable.

9. **INSURANCE.** You are responsible for loss and damage to the Equipment from any cause whatsoever on and after delivery thereof. You agree, at your cost to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we require, naming us as additional insured. Prior to commencement of this Lease and at any time upon our request, you must provide us with evidence of an occurrence type insurance policy covering such risks and liabilities issued by an insurance carrier acceptable to us. The policy must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

(Continued on Next Page)



## Terms and Conditions

10. **DEFAULT.** An Event of Default will occur if: (a) we do not receive any Rental Payment or other payment within 10 days of its due date, (b) you or any guarantor of your obligations under this Lease ("Guarantor") do not perform any of your or any Guarantor's other obligations under this Lease or such Guarantor's guaranty, and such failure continues for 10 days after we notify you of it, (c) any representation you have made in this Lease or any Guarantor has made in its guaranty shall prove to have been false or misleading in any material respect (d) you or any Guarantor become insolvent, are liquidated or dissolved, merge, transfer substantially all of your or its stock or assets, stop doing business or assign your or its rights or property for the benefit of creditors, (e) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law, (f) if you are a sole proprietorship, you die or have a guardian appointed, (g) any Guarantor dies or has a guardian appointed, or (h) you default on any other agreement between you and us (or our affiliates).
11. **REMEDIES.** If an Event of Default occurs, we may, in our sole discretion, do any or all of the following: (a) cancel or otherwise terminate this Lease or any other Lease or agreement between you and us, (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to the Net Book Value, (c) require you to return the Equipment in accordance with Section 13, (d) repossess the Equipment without court order and you will not make any claims against us (or our agent) for damages or trespass or any other reason if we take such action, and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including attorneys' fees. We may, but will have no obligation to, sell or otherwise dispose of the Equipment, with or without notice to you, at a public or private sale, and without any duty to account to you with respect to such action or inaction or for any proceeds with respect thereto. You agree that (a) if notice of sale is required by law, five days advance notice will constitute reasonable notice, (b) we may apply the proceeds of any sale or other disposition of the Equipment (after deducting all costs and expenses related to the repossession, sale or other disposition) to the amounts you owe us, (c) you will remain responsible for any balance which may remain after we apply such net proceeds, and (d) we will retain all rights and remedies even if we do not choose to enforce them at the time of your default. If this Lease provides for a Dollar Purchase Option and we receive more than the Net Book Value plus our costs and expenses, we will remit any excess to you.
12. **END OF LEASE OPTIONS.** If this Lease provides for a Dollar Purchase Option and you are not in default, we will release any security interest we have in the Equipment at the end of the Lease Term. If this Lease provides for a Stated Purchase Option and you are not in default, you will have the option at the end of the Lease Term to (a) return the Equipment in accordance with Section 13, (b) extend the Lease Term for a new term upon the terms and conditions set forth in this Lease, or (c) on 60 days advance written notice to us, purchase all but not less than all of the Equipment for the Purchase Option amount (and all applicable taxes). If the Purchase Option is stated as a percentage, the Purchase Option amount will be the product of such percentage multiplied by the final Equipment Cost. If the Purchase Option is stated as FMV, FMV will mean the fair market in place value of the Equipment at the end of the Lease Term, assuming good condition (except for ordinary wear and tear), as estimated by us. Upon payment of the applicable amount, we will transfer the Equipment to you "AS IS, WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. IF YOU FAIL TO EXERCISE THE PURCHASE OPTION, ALL OF YOUR OBLIGATIONS UNDER THIS LEASE WILL CONTINUE UNTIL THE EQUIPMENT IS RETURNED IN ACCORDANCE WITH SECTION 13.
13. **RETURN OF EQUIPMENT.** If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, disinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States, and (iv) pay a return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Rental Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease.
14. **ASSIGNMENT. YOU WILL NOT SELL, ASSIGN OR SUB-LEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** We may, without notifying you, (a) release any information we possess about you and this Lease to any prospective investor, participant or purchaser of this Lease, and (b) sell, assign, or transfer this Lease and our interests in the Equipment. You agree that the new owner or any of our assignees and transferees will have the same rights and benefits that we now have under this Lease but none of our obligations. The rights of the new owner or any of our assignees and transferees will not be subject to any claim, defense, or set-off that you may have against us.
15. **PAST DUE PAYMENTS.** We may charge you a late charge equal to 10% of any late payment, but not more than the highest legal rate. Any Rental Payments not made when due and other payment obligations incurred as a result of an Event of Default will accrue interest at the lower of 18% per annum or the highest legal rate from their due date until paid.
16. **COMPLIANCE WITH LAWS.** You understand that the Equipment may be purchased for cash for an amount equal to the cost thereof or it may be leased. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and agreed to remit Rental Payments and other sums to us. If this Lease provides for a Dollar Purchase Option, or a Stated Purchase Option that constitutes a nominal percentage of the Equipment Cost, each Rental Payment includes a principal amount based on the Equipment Cost and a lease charge rate. The lease charge portion of the Rental Payment can be determined by applying to the Equipment Cost the rate that will amortize the Equipment Cost down to the Purchase Option amount by remittance of the Rental Payments. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs and expenses incurred by us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS LEASE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS LEASE OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**
17. **YOUR REPRESENTATIONS.** You represent and warrant that (a) you have the lawful power and authority to enter into this Lease, (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) by entering into this Lease you will not violate any law or other agreement in which you are a party, (d) you are not aware of anything that will have a material adverse effect on your ability to satisfy your obligations under this Lease, (e) all financial information you have provided and will provide to us is true, correct and complete and provides an accurate representation of your financial condition, and (f) the location of your chief executive office, state of incorporation or organization, exact legal name, place of residence and organizational identification number, as applicable, have been correctly identified to us.
18. **MISCELLANEOUS.** You agree that during the Lease Term (a) you will promptly notify us in writing if there is a change in the name, ownership, state of incorporation or formation or organizational number (if any) of your business, or if there is a change in your ownership, (b) you will provide such financial information we may reasonably request, (c) you will take any action we reasonably request to protect our rights in the Equipment and this Lease, and (d) we may insert missing information or correct obvious errors or your legal name in this Lease without further notice to you. This Lease constitutes the entire agreement between you and us and supercedes any conflicting equipment purchase order or other written or oral agreement. Except as noted in clause (d) above, no modification of this Lease will be binding unless in writing and signed by you and us. You authorize us (or our agent) to (i) obtain personal credit bureau reports, (ii) make all other credit inquiries we deem necessary, and (iii) furnish payment history information to credit reporting agencies. You agree to pay us a fee shown on the cover page of this Lease to cover our documentation and investigation costs. Any claim you have against us must be made within one year after the event that caused it. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of this Lease to be unenforceable, the remaining terms will remain in effect. If you fail to comply with any provision of this Lease, we have the right but not the obligation to have such provision brought into compliance and all expenses we incurred in bring about such compliance will be considered a Rental Payment which is due within five (5) days after the date we send to you a written request for payment. All our and your written notices must be sent by certified or first class mail or recognized overnight delivery service, postage prepaid, to you at your address set forth on the cover page of this Lease or our address at 1010 Thomas Edison Boulevard S.W., Cedar Rapids, Iowa 52404, Telephone No.: (800) 335-1460; or by facsimile transmission to you at your facsimile telephone number set forth on the cover page of this Lease or to us at our facsimile telephone number (319) 841-6324, with oral confirmation of receipt. At any time after this Lease is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment.
19. **CHOICE OF LAW. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. BOTH PARTIES CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA FOR ALL DISPUTES ARISING UNDER THIS LEASE AND WAIVE ANY RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING UNDER THIS LEASE.**
20. **COUNTERPARTS.** This Lease may be executed in separate counterparts, all of which shall together constitute one and the same instrument. IF THIS LEASE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART IDENTIFIED BY US AS THE SOLE ORIGINAL CHATTEL PAPER COPY.

(Lessee: Please initial here SP to confirm that you have received and read both pages of the Terms and Conditions)  
Flow Document Package

**GE Capital**GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

08118 08/21/06 10:00 08/19/07 AJ 0001009 GEVIA01 001 002 1-OUNCE

CIRCUIT SOLUTIONS  
C/O WESTCOM  
ATTN: ACCOUNTSPAYABLE  
162 5TH AVE  
NEW YORK NY 10010

Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone: 800-327-9701

Fax: 319-841-6324

Correspondence Only: PO BOX 3083  
CEDARRAPIDS IA 52406-3083

Billing ID Number	90133713947
Invoice Number	66088274
Invoice Date	09/09/2007
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89

CEPNE

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**Account Schedule  
Number**

4416161-003\*

**INVOICE FOR CURRENT ITEMS DUE**

Due Date	Purchase Order Number	Equipment Description	Line Item Amount	Acct/Sched Total
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REFERENCE NUMBER 4416161007

DATA/VOICE HARDWARE

SERIAL NUMBER

MODEL NUMBER

- LOCATION:

30 WALL STREET

NEW YORK NY 10005

10/01/2007	PAYMENT/INSTALLMENT DUE	1,261.78
	SALES/USE TAX ON PAYMENT	105.67
08/01/2007	LATE CHARGES DUE	63.09

SERVICE.LEASINGSOURCE.COM  
PAY BILLS ONLINE.To ensure proper credit, detach and  
return this portion with your payment.  
Please include your billing ID Number  
on your check.CIRCUIT SOLUTIONS  
C/O WESTCOM  
ATTN: ACCOUNTSPAYABLE  
162 5TH AVE  
NEW YORK NY 10010

Billing ID Number	90133713947
Invoice Number	66088274
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89



CEPNE

000

  
GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555
☐ Please check here if your address or equipment  
location has changed and complete reverse side.

590133713947660882740000014305400000553289660882743815

**EXHIBIT E**



GE Commercial Finance  
Vendor Financial Services

Master Note and Security Number: 4416161  
Schedule Number: 885

### DELIVERY AND ACCEPTANCE NOTICE

Borrower Name: KGM CIRCUIT SOLUTIONS, LLC

Lender Name: GENERAL ELECTRIC CAPITAL  
CORPORATION

Quantity	Equipment Model and Description	Serial Number
	SYSTEM SOFTWARE - CURRENT GA RELEASE	
	<input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software, attached hereto and made part hereof	
Equipment Location: 30 WALL STREET, NEW YORK, NY 10003		
Equipment Supplier: EASTERN RESEARCH, INC.		

ACCEPTANCE NOTICE As evidenced by this Delivery and Acceptance Notice, Borrower, through its authorized representative certifies to Lender that:

- (a) All the Equipment (to include any software being financed in connection with the Equipment) has been delivered to and inspected by Borrower on the date set forth below (the "Acceptance Date");
- (b) Borrower has irrevocably accepted the Equipment as of the Acceptance Date;
- (c) No event which would allow the Lender to declare a Default (as defined in Section 11 of the Master Note and Security Agreement) has occurred, and all of the representations and warranties made in the Master Note and Security Agreement by the Borrower are true as of the Acceptance Date;
- (d) Borrower hereby expressly authorizes Lender to insert the Acceptance Date in the space below upon the verbal instruction of Borrower.

Borrower: KGM CIRCUIT SOLUTIONS, LLC

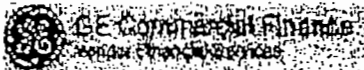
By: X 

Name: X Kevin Gori

Title: X member

Acceptance Date: X 10/26/06





# Exhibit A to Schedule and Certificate of Acceptance

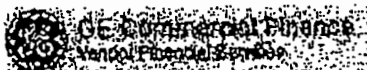
KGM CIRCUIT SOLUTIONS, LLC  
4416161001

DESCRIPTION	QTY
System Software - Control GA Release	1
DMX-11 Slot Equipment Host	1
DC Power Supply (for 11 slot host)	2
AC Power Supply (for 11 slot host)	2
SMC-11 Expansion Slot	1
Expansion Module Manager (EMM)	2
SMC-11 for DMX-11 module	1
SMC-11 for DMX-11 module	1
Expansion Module Cross Connect (ECC)	2
Expansion Module Cross Connect (ECC)	2
Expansion Unit Controller Module (EUC)	1
Single STB Application Module	1
Single STB Interface Module	1
Hybrid OS-1 Application Module	1
Hybrid OS-1 Interface Module	1
Octal T1/E1 Application Module	1
Octal T1/E1 Interface Module	1
Octal T1/E1 Application Module	1
Octal T1/E1 Interface Module	1
Octal HSD Application Module	1
Octal HSD Interface Module	1
Quad OCUP Application Module	1
Quad OCUP Interface Module	1
Single Fiber Application Module	1
Single Fiber Interface Module	1
Relay Application Module	1
Relay Interface Module	1
Octal Voice Application Module	1
Octal 4 Wire P.E. Interface Module	1
Octal 3 Wire FXS/FXO Interface Module	1
Octal 2 Wire FXS Interface Module	1
STN-1 Application Module	1
STN-1 Interface Module	1
OC3/STM-1 Optical Network Software	1
STM-1/OC3 long range interface module	1
STM-1/OC3 long range interface module	1
Octal OC3-DF Application Module	1
Octal OC3-DF Interface Module	1
ES Application Module	1
ES Interface Module	1

Lessee Initials: X

Date:

5-17-06



Net 11 Protection Switch for DC-11-001	1
Net 11 Switch Control Card	1
Net 11 Switch DC Power Supply	2
Net 11 Network Port Primary Card	0
Net 11 Network Port Secondary Card	0
Net 11 Broadband E-Port Card	2
Net 11 Broadband E-Port Port Card	1

Net 11 Switch Blank Board	1
Blank board for front system manager slots	50
Blank board for front application slots	5
Blank board for front interface slots	5
Blank board for power supply slots (DC-11)	0
DC-11 Patch Panel 48 port	1
50 pin to 50 pin cable (48P)	1
50 pin cable to bare wire (48P)	5
Interface Adapter for Front Panel Port	1
Broadband Modem Control Card (TSP)	1
Expansion cable (DC-11 to DC-11)	1
Expansion cable (DC-11 to DC-11)	1
DC-11 Bus 1-1 Switch Module (48P)	1
DC-11 Control Card (48P)	1
PSX-11 Bus 1-1 Switch Module (48P)	1
PSX-11 Control Card (48P)	1

Lessee Initials: X

Date:

5-12-06



**EXHIBIT F**



Equipment Finance Services

10 Riverview Drive  
Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer  
KGM Circuit Solutions LLC  
30 Wall Street  
New York, NY 10005

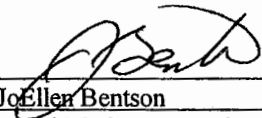
Re: Notice of Assignment - Equipment Schedule No. 4416161-003 (the "Designated Schedule")  
incorporating by reference the terms and conditions of that certain Master Lease Agreement dated as  
of August 2, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit  
Solutions LLC ("Customer").

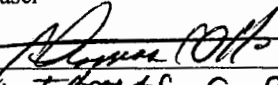
Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

NATIONAL CITY COMMERCIAL CAPITAL  
COMPANY, LLC  
Purchaser

By:   
Name: JoEllen Bentson  
Title: Capital Markets Operations - Syndications

By:   
Name: THOMAS C. O'TOOLE  
Title: VICE PRESIDENT

**EXHIBIT G**



GE Commercial Finance  
Vendor Financial Services

Agreement # 4416161

### Master Note and Security Agreement

"Master Agreement" means this Master Note and Security Agreement. "Schedule" means any Payment Schedule signed by you and us that incorporates the terms of this Master Agreement. "Note" means this Master Agreement and any Schedule. "Lender" means General Electric Capital Corporation and is also referred to as "we", "us" and "our". "Borrower" means the entity or individual identified below and is also referred to as "you" and "your". "Equipment" means the equipment described on each Schedule. "Collateral" has the meaning given to such term in Section 5 below.

#### TERMS AND CONDITIONS

1. **COMMENCEMENT OF SCHEDULE.** Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Balance of the Schedule to you or your designee; provided that we do not have to fund the Original Principal Balance of a Schedule to you or your designee unless on or before the Last Funding Date indicated on such Schedule (which is the date the credit approval for such Schedule expires): (a) we have received all required documentation (including confirmation of acceptance) in satisfactory form and substance and any required Advance Payments, (b) no material adverse change in your business, operations or financial condition occurs, and (c) no Default as described in Section 11 occurs and is then continuing. YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY PAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER.

2. **DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT:** (a) WE ARE NOT THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REPRESENTATIVE OF EITHER THE SUPPLIER OR MANUFACTURER; (b) YOU HAVE SELECTED THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOR YOUR PURPOSES BASED SOLELY UPON YOUR OWN JUDGMENT WITHOUT ANY ASSISTANCE FROM US OR OUR AGENTS OR EMPLOYEES; (c) YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR EMPLOYEES; (d) THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT YOU ARE FULLY SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY PART OF THE EQUIPMENT OR (AS APPLICABLE) ANY OTHER COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, OR AS TO SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE BY YOU. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE USE OF THE EQUIPMENT, ANY OTHER COLLATERAL, OR OTHERWISE.

3. **NOTE PAYMENTS; ADJUSTMENTS.** You agree to remit to us the Note Payments (as set forth in the Schedule) and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H.15 (available at <http://www.federalreserve.gov/releases/h15/update/>) on the date we either prepare the

corresponding Schedule or (if applicable) send you a written financing proposal/quote relating to the Equipment (the "Initial Rate Date"). The interest rate and your Note Payment may be adjusted if the Swap Rate as reported 4 business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the interest rate changes. If the invoiced amount for the Equipment relating to a Schedule is more than the Original Principal Balance shown on that Schedule due to changes in Equipment configuration or other cost factors affecting such invoiced amount, and if such an increase is within the dollar limits and time limits of our credit approval, you authorize us to increase the Original Principal Balance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will notify you of any such adjustment.

4. **OTHER CHARGES.** You agree to: (a) pay all costs and expenses associated with the ownership, use, maintenance, servicing, repair or replacement of the Equipment and (as applicable) any other Collateral and (b) pay all premiums and other costs of insuring the Equipment and (as applicable) any other Collateral. In addition, you will (1) reimburse us for all costs and expenses including reasonable attorneys' fees and court costs incurred in enforcing the Note and (2) pay all other costs and expenses for which you are obligated under the Note, including any Document Fee specified in the Schedule (the "Other Charges"). You agree to file all required property and other tax returns and pay all property and other taxes promptly, which may be assessed against the Equipment or against any of the other Collateral. We may take on your behalf any action required under the Note, which you fail to take, and upon receipt of our invoice you will promptly pay our costs, plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. **SECURITY INTEREST.** As security for the payment of any of your obligations and liabilities of any nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter contracted or acquired, to us pursuant to this Master Agreement and any extensions and modifications hereof (any and all of which are sometimes referred to hereafter as the "Indebtedness"), you hereby give, grant and assign to us, our successors and assigns, a continuing first perfected security interest in the Equipment, all repairs, accessories, additions, parts, supplies, attachments, devices, replacements and substitutions for or accessions to such property, all software used in connection with such property, all insurance or other proceeds of such property, all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records directly or indirectly related to the foregoing and all your security deposits, revenues or other funds or property in possession of or in transit to us (all herein referred to collectively as the "Collateral"). You hereby authorize us to prepare and file, electronically or otherwise, a financing statement and any amendment thereto or continuation or assignment thereof relating to our interest in the Collateral, and containing any other information required by the applicable Uniform Commercial Code. A photostatic copy or other reproduction of this Master Agreement or of a financing statement shall be sufficient as a financing statement.

6. **LATE CHARGES.** For any payment, which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

(Continued on next page)

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF IOWA. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS YOU AND WE MAY LATER AGREE IN WRITING TO MODIFY IT.

GENERAL ELECTRIC CAPITAL CORPORATION  
1010 Thomas Edison Blvd, Cedar Rapids, IA 52404

By:	<i>[Signature]</i>
Name:	Travis L. Graham
Title:	CM
Date:	10/30/06

KCM CIRCUIT SOLUTIONS LLC  
Full Legal Name

By:	<i>[Signature]</i>
Name:	Maggie Foley
Title:	CM
Date:	11/23/06





GE Commercial Finance  
Vendor Financial Services

**7. MAINTENANCE AND REPAIR.** You must keep the Equipment and any other Collateral free of liens (other than our lien). You may not remove the Equipment or (as applicable) any other Collateral from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment and any other Collateral in your exclusive control and possession; (b) USE THE EQUIPMENT AND ANY OTHER COLLATERAL ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment and any other Collateral in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment and (as applicable) any other Collateral repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and (as applicable) any other Collateral and the related maintenance and other records.

**8. INDEMNITY.** YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCURRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE, CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEFENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY SCHEDULE.

**9. LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) promptly repair the item or replace the item with a comparable item reasonably acceptable to us (along with repairing or replacing any other Collateral lost, stolen or damaged); or (b) pay us the sum of: (i) all past due and current Note Payments, (ii) the then remaining principal balance of the applicable Note (after application of item (b)(i)), and (iii) all Other Charges. In the event you exercise option (a) above and replace the Equipment, you will (A) notify us of such replacement within 30 days of the date the Equipment is lost, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacturer. In the event you exercise option (b) above, we will then release our security interest in the Collateral. Insurance proceeds will be applied toward repair, replacement or payment hereunder, as applicable.

**10. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we may require, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commencement Date of a Schedule and at any time thereafter, you must provide us with evidence of such insurance coverages.

**11. DEFAULT.** You will be in default ("Default") under the Note if: (a) you fail to remit to us any payment within 10 days of the due date or breach any other obligation under the Note; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us or any of our affiliates.

**12. REMEDIES.** Upon the occurrence of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to us immediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon the occurrence of a Default, we may, in our sole discretion, elect to foreclose or realize upon the Collateral. Should we elect to foreclose or realize upon the Collateral, you expressly agree that your rights under and interests in the Collateral shall be (to the maximum extent permitted under applicable law) automatically, and without any further action required of any party, assigned and conveyed to us, but that we shall have no obligations or liabilities related to the Collateral, all of which shall remain with you. You agree to execute and deliver to us (or our designee) such agreements, documents and instruments as may be necessary, in our sole discretion, to effect such assignment and conveyance. Upon such assignment and conveyance, you expressly acknowledge that we may exercise any of the rights related to the Collateral to the exclusion of you. In addition, we may exercise all rights and remedies available to us under the law and Uniform Commercial Code as now

enacted or as may be from time to time amended and, in conjunction with, addition to or substitution for those rights and remedies, at our discretion, we may, in conformity with applicable law (i) enter upon your premises and take possession of, assemble and collect the Collateral or to render it unusable, (ii) require you to assemble the Collateral and make it available at a place we designate which is mutually convenient, to allow us to take possession or dispose of the Collateral, (iii) sell the Collateral at public or private sale, whether or not the Collateral is in our constructive possession, in one or more sales, as an entirety or in parcels, and be, at our election, the purchaser at any such sale; and/or (iv) lease or otherwise dispose of all or part of the Collateral applying the resulting proceeds to all expenses in connection with the taking and sale or lease of Collateral, and any balance of such proceeds toward the payment of your obligations in such order of application as we may from time to time elect, provided that any proceeds we receive in excess of your obligations will be remitted to you or (as the case may be) the party otherwise lawfully entitled thereto.

Without limitation to the foregoing, it is agreed that upon 5 days' notice to you and within 6 months of repossession (i) any private sale of the Collateral in "as is" condition at wholesale including, without limitation, sales based on bids received from dealers, manufacturers or otherwise, or (ii) any lease of the Collateral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collateral. In no event will blue book, black book, NADA or other published price lists be determinative of the commercial reasonableness of any disposition of the Collateral. Notwithstanding any repossession or any other action which we may take with respect to the Collateral, you shall be and remain liable for any deficiency and for the full performance of all obligations on your part to be performed. All such remedies are cumulative and, to the extent permitted by law, may be exercised concurrently or separately.

**13. ASSIGNMENT.** YOU MAY NOT ASSIGN OR DISPOSE OF ANY RIGHTS OR OBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. We may, without notifying you, (a) assign all or any portion of our interest in the Note or all or any portion of our interest in the Equipment or any other Collateral; and (b) release information we have about you and the Note to the manufacturer, supplier or any prospective investor, participant or purchaser of the Note. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under the Note (to the extent of such assignment), but none of our obligations (unless we and such assignee agree otherwise in writing). You agree not to assert against our assignee claims, offsets or defenses you may have against us.

**14. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to you or (as the case may be) our business address. You represent that: (a) you have authority to enter into the Note and by so doing you will not violate any law or agreement; and (b) the Note is signed by your authorized officer, representative or agent. The Note is the entire agreement between you and us, and cannot be modified except by another document signed by you and us. The Note is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our representatives to: (a) obtain credit reports and make credit inquiries; and (b) furnish your payment history to credit reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a court finds any provision of the Note to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing information on the Note, including the Commencement Date, your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege.

**15. LIMITATIONS ON CHARGES.** This Section controls over every other part of this Master Agreement and over all other documents now or later pertaining to the Note. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Section, be read under any circumstances to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Note to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Note or refunded to you.

Borrower's initials


**GE Capital**

 GE CAPITAL  
 P. O. BOX 642555  
 PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

9818 06/21/06 10:00 06/10/07 AI 0001088 GEVIA501 001 002 1-OUNCE

 KGM CIRCUIT SOLUTIONS LLC  
 C/O WESTCOM  
 ATTN: ACCOUNTSPAYABLE  
 162 5TH AVE  
 NEW YORK NY 10010

Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone: 800-327-9701

Fax: 319-841-6324

 Correspondence Only: PO BOX 3083  
 CEDARRAPIDS IA 52406-3083

Billing ID Number	90133740113
Invoice Number	65901415
Invoice Date	08/08/2007
Due Date:	09/01/2007
Current Items Due:	679.77
Total Amount Due:	2,621.97

CERNE

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**Account Schedule  
Number**
**INVOICE FOR CURRENT ITEMS DUE**

Due Date	Purchase Equipment	Order Number Description	Line Item Amount	Acct/Sched Total
4416161-002* <div style="float: right; margin-right: 100px;">             REFERENCE NUMBER 4416161006              MODERN CABLE              - LOCATION:              111 8TH AVE              NEW YORK NY 10015           </div>				
09/01/2007	PAYMENT/INSTALLMENT DUE		647.40	
07/01/2007	LATE CHARGES DUE		32.37	

 SERVICE.LEASINGSOURCE.COM  
 PAY BILLS ONLINE.

To ensure proper credit, detach and  
 return this portion with your payment.  
 Please include your billing ID Number  
 on your check.

 KGM CIRCUIT SOLUTIONS LLC  
 C/O WESTCOM  
 ATTN: ACCOUNTSPAYABLE  
 162 5TH AVE  
 NEW YORK NY 10010

☐ Please check here if your address or equipment  
 location has changed and complete reverse side.

Billing ID Number	90133740113
Invoice Number	65901415
Due Date:	09/01/2007
Current Items Due:	679.77
Total Amount Due:	2,621.97



CERNE

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 GE CAPITAL  
 P. O. BOX 642555  
 PITTSBURGH PA 15264-2555

590133740113659014150000006797700000262197659014153814

**EXHIBIT H**



GE Commercial Finance  
Vendor Financial Services

Master Note and Security Number: 4416161  
Schedule Number: 002

### DELIVERY AND ACCEPTANCE NOTICE

Borrower Name: KGM CIRCUIT SOLUTIONS LLC

Lender Name: GENERAL ELECTRIC CAPITAL  
CORPORATION

Quantity	Equipment Model and Description	Serial Number
	DATA/VOICE HARDWARE - <input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software, attached herein and made part hereof.	
Equipment Location: 30 WALL STREET, NEW YORK, NY 10005 111 8th Ave N.Y. N.Y.		
Equipment Supplier: EASTERN RESEARCH, INC.		

ACCEPTANCE NOTICE As evidenced by this Delivery and Acceptance Notice, Borrower, through its authorized representative certifies to Lender that:

- (a) All the Equipment (to include any software being financed in connection with the Equipment) has been delivered to and inspected by Borrower on the date set forth below (the "Acceptance Date");
- (b) Borrower has irrevocably accepted the Equipment as of the Acceptance Date;
- (c) No event which would allow the Lender to declare a Default (as defined in Section 11 of the Master Note and Security Agreement) has occurred, and all of the representations and warranties made in the Master Note and Security Agreement by the Borrower are true as of the Acceptance Date;
- (d) Borrower hereby expressly authorizes Lender to insert the Acceptance Date in the space below upon the verbal instruction of Borrower.

Borrower: KGM CIRCUIT SOLUTIONS LLC

By: X Maggie Foley

Name: X Maggie Foley

Title: X CAO

Acceptance Date: Y 4/24/06 10/27/06 (A)



Anthony LAMCH 000321-1140

GE Commercial Finance  
Vendor Financial ServicesExhibit A to Schedule and Certificate of AcceptanceKGM CIRCUIT SOLUTIONS LLC  
4406161002

Part # Description	Qty
SPS-1000 Chassis (DC)	
SPS-1000 Chassis (AC)	1
SPS-1000 Power Supply (DC)	
SPS-1000 Power Supply (AC)	2
SPS-1000 Fan Tray (Print)	1
SPS Cold TUE1-DEP41 Module (Front)	1
SPS Cold TUE1 Module (Rear)	1
SPS Configuring Sheet (1 copy per Module Set)	1
<b>Cables &amp; Accessories</b>	
80-Pin TELCO to 8 Individual RJ45C (crossover)	1
SPS-1000 Blank Power Supply Panel	
SPS Blank Panel (1-Slot)	6
SPS-1000 10MM Null Medium Cable	1
SPS Cold TUE1 Duplex Patch Cable	1

Lessee Initials: X

Date:

10/20/06

**EXHIBIT I**



GE  
Capital Solutions

Equipment Finance Services

10 Riverview Drive  
Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer  
KGM Circuit Solutions LLC  
30 Wall Street  
New York, NY 10005

Re: Notice of Assignment - Equipment Schedule No. 4416161-002 (the "Designated Schedule")  
incorporating by reference the terms and conditions of that certain Master Note and Security  
Agreement dated as of October 30, 2006, both between General Electric Capital Corporation ("GE")  
and KGM Circuit Solutions LLC ("Customer").

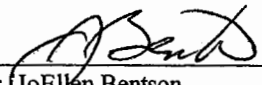
Ladies and Gentlemen:

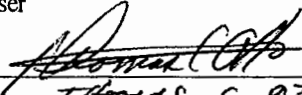
GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

NATIONAL CITY COMMERCIAL CAPITAL  
COMPANY, LLC

Purchaser

By:   
Name: JoEllen Bentson  
Title: Capital Markets Operations - Syndications

By:   
Name: THOMAS C. O'TOOLE  
Title: VICIE PRESIDENT

**EXHIBIT B**



Agreement # 4416161

# Master Note and Security Agreement

"Master Agreement" means this Master Note and Security Agreement. "Schedule" means any Payment Schedule signed by you and us that incorporates the terms of this Master Agreement. "Note" means this Master Agreement and any Schedule. "Lender" means General Electric Capital Corporation and is also referred to as "we", "us" and "our". "Borrower" means the entity or individual identified below and is also referred to as "you" and "your". "Equipment" means the equipment described on each Schedule. "Collateral" has the meaning given to such term in Section 5 below.

**1. COMMENCEMENT OF SCHEDULE.** Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Balance of the Schedule to you or your designee; provided that we do not have to fund the Original Principal Balance of a Schedule to you or your designee unless on or before the Last Funding Date indicated on such Schedule (which is the date the credit approval for such Schedule expires): (a) we have received all required documentation (including confirmation of acceptance) in satisfactory form and substance and any required Advance Payment, (b) no material adverse change in your business, operations or financial condition occurs, and (c) no Default as described in Section 11 occurs and is then continuing. YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY PAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER.

**2. DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT: (a) WE ARE NOT THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REPRESENTATIVE OF EITHER THE SUPPLIER OR MANUFACTURER; (b) YOU HAVE SELECTED THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOR YOUR PURPOSES BASED SOLELY UPON YOUR OWN JUDGMENT WITHOUT ANY ASSISTANCE FROM US OR OUR AGENTS OR EMPLOYEES; (c) YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR EMPLOYEES; (d) THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT YOU ARE FULLY SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY PART OF THE EQUIPMENT OR (AS APPLICABLE) ANY OTHER COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, OR AS TO SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE BY YOU. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE USE OF THE EQUIPMENT, ANY OTHER COLLATERAL, OR OTHERWISE.

**3. NOTE PAYMENTS; ADJUSTMENTS.** You agree to remit to us the Note Payments (as set forth in the Schedule) and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H.15 (available at <http://www.federalreserve.gov/releases/h15/update/>) on the date we either prepare the

corresponding Schedule or (if applicable) send you a written financing proposal/quote relating to the Equipment (the "Initial Rate Date"). The interest rate and your Note Payment may be adjusted if the Swap Rate as reported 4 business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the interest rate changes. If the invoiced amount for the Equipment relating to a Schedule is more than the Original Principal Balance shown on that Schedule due to changes in Equipment configuration or other cost factors affecting such invoiced amount, and if such an increase is within the dollar limits and time limits of our credit approval, you authorize us to increase the Original Principal Balance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will notify you of any such adjustment.

**4. OTHER CHARGES.** You agree to: (a) pay all costs and expenses associated with the ownership, use, maintenance, servicing, repair or replacement of the Equipment and (as applicable) any other Collateral and (b) pay all premiums and other costs of insuring the Equipment and (as applicable) any other Collateral. In addition, you will (1) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing the Note and (2) pay all other costs and expenses for which you are obligated under the Note, including any Document Fee specified in the Schedule (the "Other Charges"). You agree to file all required property and other tax returns and pay all property and other taxes promptly, which may be assessed against the Equipment or against any of the other Collateral. We may take on your behalf any action required under the Note, which you fail to take, and upon receipt of our invoice you will promptly pay our costs, plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

**5. SECURITY INTEREST.** As security for the payment of any of your obligations and liabilities of any nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter contracted or acquired, to us pursuant to this Master Agreement and any extensions and modifications hereof (any and all of which are sometimes referred to hereafter as the "Indebtedness"), you hereby give, grant and assign to us, our successors and assigns, a continuing first perfected security interest in the Equipment, all repairs, accessories, additions, parts, supplies, attachments, devices, replacements and substitutions for or accessions to such property, all software used in connection with such property, all insurance or other proceeds of such property, all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records directly or indirectly related to the foregoing and all your security deposits, revenues or other funds or property in possession of or in transit to us (all herein referred to collectively as the "Collateral"). You hereby authorize us to prepare and file, electronically or otherwise, a financing statement and any amendment thereto or continuation or assignment thereof relating to our interest in the Collateral, and containing any other information required by the applicable Uniform Commercial Code. A photostatic copy or other reproduction of this Master Agreement or of a financing statement shall be sufficient as a financing statement.

**6. LATE CHARGES.** For any payment, which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

(Continued on next page)

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF IOWA. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS YOU AND WE MAY LATER AGREE IN WRITING TO MODIFY IT.

GENERAL ELECTRIC CAPITAL CORPORATION  
1616 Thomas Edison Blvd, Cedar Rapids, IA 52404

By: *[Signature]*  
Name: *[Name]*  
Title: *[Title]*  
Date: *[Date]*

KGM CIRCUIT SOLUTIONS, LLC  
Full Legal Name  
CIRCUIT SOLUTIONS

By: *[Signature]*  
Name: *[Name]*  
Title: *[Title]*  
Date: *[Date]*





**7. MAINTENANCE AND REPAIR.** You must keep the Equipment and any other Collateral free of liens (other than our lien). You may not remove the Equipment or (as applicable) any other Collateral from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment and any other Collateral in your exclusive control and possession; (b) **USE THE EQUIPMENT AND ANY OTHER COLLATERAL ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES;** (c) use the Equipment and any other Collateral in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment and (as applicable) any other Collateral repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and (as applicable) any other Collateral and the related maintenance and other records.

**8. INDEMNITY.** YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCURRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE, CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEFENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY SCHEDULE.

**9. LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) promptly repair the item or replace the item with a comparable item reasonably acceptable to us (along with repairing or replacing any other Collateral lost, stolen or damaged); or (b) pay us the sum of: (i) all past due and current Note Payments, (ii) the then remaining principal balance of the applicable Note (after application of item (b)(i)), and (iii) all Other Charges. In the event you exercise option (a) above and replace the Equipment, you will (A) notify us of such replacement within 30 days of the date the Equipment is lost, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacturer. In the event you exercise option (b) above, we will then release our security interest in the Collateral. Insurance proceeds will be applied toward repair, replacement or payment hereunder, as applicable.

**10. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we may require, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commencement Date of a Schedule and at any time thereafter, you must provide us with evidence of such insurance coverages.

**11. DEFAULT.** You will be in default ("Default") under the Note if: (a) you fail to remit to us any payment within 10 days of the due date or breach any other obligation under the Note; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us or any of our affiliates.

**12. REMEDIES.** Upon the occurrence of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to be immediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon the occurrence of a Default, we may, in our sole discretion, elect to foreclose or realize upon the Collateral. Should we elect to foreclose or realize upon the Collateral, you expressly agree that your rights under and interests in the Collateral shall be (to the maximum extent permitted under applicable law) automatically, and without any further action required of any party, assigned and conveyed to us, but that we shall have no obligations or liabilities related to the Collateral, all of which shall remain with you. You agree to execute and deliver to us (or our designee) such agreements, documents and instruments as may be necessary, in our sole discretion, to effect such assignment and conveyance. Upon such assignment and conveyance, you expressly acknowledge that we may exercise any of the rights related to the Collateral to the exclusion of you. In addition, we may exercise all rights and remedies available to us under the law and Uniform Commercial Code as now

enacted or as may be from time to time amended and, in conjunction with, addition to or substitution for these rights and remedies, at our discretion, we may, in conformity with applicable law (i) enter upon your premises and take possession of, assemble and collect the Collateral or to render it unusable, (ii) require you to assemble the Collateral and make it available at a place we designate which is mutually convenient, to allow us to take possession or dispose of the Collateral, (iii) sell the Collateral at public or private sale, whether or not the Collateral is in our constructive possession, in one or more sales, as an entirety or in parcels, and be, at our election, the purchaser at any such sale; and/or (iv) lease or otherwise dispose of all or part of the Collateral applying the resulting proceeds to all expenses in connection with the taking and sale or lease of Collateral, and any balance of such proceeds toward the payment of your obligations in such order of application as we may from time to time elect, provided that any proceeds we receive in excess of your obligations will be remitted to you or (as the case may be) the party otherwise lawfully entitled thereto.

Without limitation to the foregoing, it is agreed that upon 5 days' notice to you and within 6 months of repossession (i) any private sale of the Collateral in "as is" condition at wholesale including, without limitation, sales based on bids received from dealers, manufacturers or otherwise, or (ii) any lease of the Collateral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collateral. In no event will blue book, black book, NADA or other published price lists be determinative of the commercial reasonableness of any disposition of the Collateral. Notwithstanding any repossession or any other action which we may take with respect to the Collateral, you shall be and remain liable for any deficiency and for the full performance of all obligations on your part to be performed. All such remedies are cumulative and, to the extent permitted by law, may be exercised concurrently or separately.

**13. ASSIGNMENT.** YOU MAY NOT ASSIGN OR DISPOSE OF ANY RIGHTS OR OBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. We may, without notifying you, (a) assign all or any portion of our interest in the Note or all or any portion of our interest in the Equipment or any other Collateral; and (b) release information we have about you and the Note to the manufacturer, supplier or any prospective investor, participant or purchaser of the Note. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under the Note (to the extent of such assignment), but none of our obligations (unless we and such assignee agree otherwise in writing). You agree not to assert against our assignee claims, offsets or defenses you may have against us.

**14. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your or (as the case may be) our business address. You represent that: (a) you have authority to enter into the Note and by so doing you will not violate any law or agreement; and (b) the Note is signed by your authorized officer, representative or agent. The Note is the entire agreement between you and us, and cannot be modified except by another document signed by you and us. The Note is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our representatives to: (a) obtain credit reports and make credit inquiries; and (b) furnish your payment history to credit reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a court finds any provision of the Note to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing information on the Note, including the Commencement Date, your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege.

**15. LIMITATIONS ON CHARGES.** This Section controls over every other part of this Master Agreement and over all other documents now or later pertaining to the Note. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Section, be read under any circumstances to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Note to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Note, or refunded to you.

Remitter's Initials



**GE Capital**

GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

10/02/07 AT 0000001 GEVIA501 001 002 1-OUNCE 980148 12/07/2007 12:00

KGM CIRCUIT SOLUTIONS LLC  
C/O WESTCOM  
ATTN: ACCOUNTS PAYABLE  
162 5TH AVE  
NEW YORK NY 10010

Correspondence Only: PO BOX 3083  
CEDAR RAPIDS IA 52406-3083

Billing ID Number	90133740842
Invoice Number	66089380
Invoice Date	09/09/2007
Due Date:	10/01/2007
Current Items Due:	1,308.14
Total Amount Due:	3,862.13

CEPNE  
000

Account Schedule  
Number

**INVOICE FOR CURRENT ITEMS DUE**

Due Date

Purchase Order Number  
Equipment Description

Line Item  
Amount

Acct/Sched  
Total

4416161-005\*

REFERENCE NUMBER 4416161008  
SYSTEM SOFTWARE-CURRENT GA  
- LOCATION:  
30 WALL ST  
NEW YORK NY 10003

10/01/2007	PAYMENT/INSTALLMENT DUE	1,245.85
08/01/2007	LATE CHARGES DUE	62.29

SERVICE.LEASINGSOURCE.COM  
PAY BILLS ONLINE.

To ensure proper credit, detach and  
return this portion with your payment.  
Please include your billing ID Number  
on your check.

KGM CIRCUIT SOLUTIONS LLC  
C/O WESTCOM  
ATTN: ACCOUNTS PAYABLE  
162 5TH AVE  
NEW YORK NY 10010

Please check here if your address or equipment  
location has changed and complete reverse side.

Billing ID Number	90133740842
Invoice Number	66089380
Due Date:	10/01/2007
Current Items Due:	1,308.14
Total Amount Due:	3,862.13

CEPNE  
000

Make Checks Payable and Remit to:

GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

590133740842660893800000013081400000386213660893803818

**EXHIBIT C**





GE Commercial Finance  
Vendor Financial Services

Master Note and Security Number: 4416161  
Schedule Number: 605

### DELIVERY AND ACCEPTANCE NOTICE

Borrower Name: KGM CIRCUIT SOLUTIONS, LLC

Lender Name: GENERAL ELECTRIC CAPITAL  
CORPORATION

Quantity	Equipment Model and Description	Serial Number
	SYSTEM SOFTWARE - CURRENT QA RELEASE	
	<input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software, attached hereto and made part hereof.	
Equipment Location: 30 WALL STREET, NEW YORK, NY 10003		
Equipment Supplier: EASTERN RESEARCH, INC.		

**ACCEPTANCE NOTICE** As evidenced by this Delivery and Acceptance Notice, Borrower, through its authorized representative certifies to Lender that:

- (a) All the Equipment (to include any software being financed in connection with the Equipment) has been delivered to and inspected by Borrower on the date set forth below (the "Acceptance Date");
- (b) Borrower has irrevocably accepted the Equipment as of the Acceptance Date;
- (c) No event which would allow the Lender to declare a Default (as defined in Section 11 of the Master Note and Security Agreement) has occurred, and all of the representations and warranties made in the Master Note and Security Agreement by the Borrower are true as of the Acceptance Date;
- (d) Borrower hereby expressly authorizes Lender to insert the Acceptance Date in the space below upon the verbal instruction of Borrower.

Borrower: KGM CIRCUIT SOLUTIONS, LLC

By: X 

Name: X Kevin Gori

Title: X member

Acceptance Date: X 10/26/06



GE Commercial Finance  
Vendor Financial Services

**Exhibit A to Schedule and Certificate of Acceptance**

KCM CIRCUIT SOLUTIONS, LLC  
4416161005

DESCRIPTION	QTY
System Software - Current GA Release	1
DNX 4 Slot Equipment Nest - 24VDC	
DNX 4 Slot Equipment Nest - AC	
DNX 4 Slot Equipment Nest - 48VDC	
DNX 11 Slot Equipment Nest	
DC Power Supply (for 11 slot nest)	
AC Power Supply (for 11 slot nest)	
SMC II w/Stratum 3 clk	
Expansion Node Manager (XNM)	
SMC II or XNM rear module	
Expansion Node Cross Connect App (XCC)	
Expansion Node Cross Connect I/F (XCC)	
Expansion Link Controller Module (XLC)	
Single STS-1 Application Module	
Single STS-1 Interface Module	
Hybrid DS-3 Application Module	4
Hybrid DS-3 Interface Module	4
Octal T1/E1 Application Module	
Octal T1/E1 with APS Application Module	
Octal T1/E1 Interface Module	
Octal HSD Application Module	
Octal HSD Interface Module	
Quad OCUDP Application Module	
Quad OCUDP Interface Module	
Router/8 Application Module	
Router/8 Interface Module	
Octal Voice Application Module	
Octal 4 Wire F & M Interface Module	
Octal 2 Wire FXO/DPT Interface Module	
Octal 2 Wire FXS Interface Module	
STM1 Application Module	
STM1X (X-Link) Application Module	
QC3 Application Module	
QC3X (X-Link) Application Module	
STM1/QC3 Inter. range Interface Module	
STM1/QC3 Long range Interface Module	
Octal DS0-DP Application Module	
Octal DS0-DP Interface Module	
E3 Application Module	
E3 Interface Module	
DNX Family Product Documentation CD-ROM	1

Lowce Initials: X

Date:

*[Signature]*



GE Commercial Finance  
Vendor Financial Services

### N+1 Switch

N+1 Protection Switch (for DNX-11 only)	
N+1 Switch Controller Card	
N+1 Switch DC Power Supply	
N+1 Narrowband Primary Card	
N+1 Narrowband Redundant Card	
N+1 Broadband-F Primary Card	
N+1 Broadband-F Redundant Card	

### SUBTOTAL - N+1 Switch Products

### Cables & Accessories

N+1 Switch Blank Bezel	
Blank bezel for front system manager slots	
Blank bezel for front application slots	
Blank bezel for rear interface slots	
Blank bezel for power supply slots - DNX-11	
VAC to VDC Power Converter (1.5A)	
DSX Patch Panel 48 port	
50 pin to 50 pin telco cable	
50 pin telco to bare wire cable	
Harmonics Adapter 50 pin E to 8 RJ-45C	
Broadband MM Coaxial Cable	
Expansion cable - XCC to XLC (10')	
Expansion cable - XCC to XLC (20')	
DNX-11 Flush 23" Rack Mount Adapter Kit	
DNX-11 Center 23" Rack Mount Adapter Kit	
DSX Flush 23" Rack Mount Adapter Kit	
DSX Center 23" Rack Mount Adapter Kit	

System Software - Current GA Release	1
DNX-11 Slot Equipment Nest	1
DC Power Supply (for 11 slot nest)	0
AC Power Supply (for 11 slot nest)	2
SMC II w/Stream 3 clk	2
Expansion Node Manager (XNM)	0
SMC II or XNM rear module	0
SMC IIA or XNMA rear module	1
Expansion Node Cross Connect App (XCC)	0
Expansion Node Cross Connect I/E (XCC)	0
Expansion Link Controller Module (XLC)	2
Single STS-1 Application Module	0
Single STS-1 Interface Module	0
Hybrid DS-3 Application Module	1
Hybrid DS-3 Interface Module	1
Octal T1/E1 Application Module	0
Octal T1/E1 with APS Application Module	0
Octal T1/E1 Interface Module	0
Octal HSD Application Module	0
Octal HSD Interface Module	0
Quad OCUDP Application Module	0
Quad OCUDP Interface Module	0

Lesaco Initials: X

Date:


**GE Commercial Finance**  
 Vendor Financial Services

Single Router Application Module	0
Single Router Interface Module	0
Router/B Application Module	0
Router/B Interface Module	0
Octal Voice Application Module	0
Octal 4 Wire F & M Interface Module	0
Octal 2 Wire FXO/DPT Interface Module	0
Octal 2 Wire FXS Interface Module	0
STM1 Application Module	0
OC3 Application Module	0
OC3/STM1 Optical Nest (X-link) Software	0
STM1/OC3 Inter-range Interface Module	0
STM1/OC3 Long-range Interface Module	0
Octal DS0-DP Application Module	0
Octal DS0-DP Interface Module	0
E3 Application Module	0
E3 Interface Module	0

DNX Family Product Documentation CD-ROM	0
<b>N+1 Switch</b>	<b>QTY</b>
N+1 Protection Switch (for DNX 11 only)	1
N+1 Switch Controller Card	1
N+1 Switch DC Power Supply	2
N+1 Narrowband Primary Card	0
N+1 Narrowband Redundant Card	0
N+1 Broadband-E Primary Card	0
N+1 Broadband-E Redundant Card	1

**Cables & Accessories**

N+1 Switch Blank Bezels	7
Blank bezel for front system manager slots	0
Blank bezel for front application slots	5
Blank bezel for rear interface slots	7
Blank bezel for power supply slots - DNX-11	0
DSX Patch Panel 48 port	
50 pin to 50 pin telco cable - 15ft	
50 pin telco to bare wire cable - 15ft	0
Harmonica Adapter 80 pin F to 8 RJ-48C	
Broadband M/M Coaxial Cable - 15ft	
Expansion cable - XCC to XLC (10')	4
Expansion cable - XCC to XLC (20')	
DNX-11 Flush 23" Rack Mount Adapter Kit	
DNX-11 Center 23" Rack Mount Adapter Kit	
PSX Flush 23" Rack Mount Adapter Kit	
PSX Center 23" Rack Mount Adapter Kit	

Lease Initials: N

Date:

**EXHIBIT D**



Equipment Finance Services

10 Riverview Drive  
Danbury, CT 06810

T (203) 749-6000

October 20, 2007

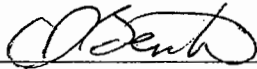
Customer  
KGM Circuit Solutions LLC  
30 Wall Street  
New York, NY 10005

Re: Notice of Assignment - Equipment Schedule No. 4416161-005 (the "Designated Schedule")  
incorporating by reference the terms and conditions of that certain Master Note and Security  
Agreement dated as of October 31, 2006, both between General Electric Capital Corporation ("GE")  
and KGM Circuit Solutions LLC ("Customer").

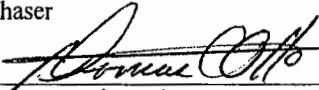
Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
Name: JoEllen Bentson  
Title: Capital Markets Operations - Syndications

NATIONAL CITY COMMERCIAL CAPITAL  
COMPANY, LLC  
Purchaser

By:   
Name: THOMAS C. OTTO  
Title: VICE PRESIDENT

**EXHIBIT E**





## Lease Agreement

Lease Number 4416161003

LESSEE NAME: KGM CIRCUIT SOLUTIONS, LLC  
 TRADE/DBA NAME: CIRCUIT SOLUTIONS  
 ADDRESS: 30 WALL STREET  
 CITY, STATE, ZIP: NEW YORK, NY 10005  
 CONTACT: GARY PRESTIPINO PH: (212) 791-3809

SUPPLIER NAME: EASTERN RESEARCH, INC.  
 ADDRESS: 225 EXECUTIVE DRIVE  
 CITY, STATE, ZIP: MOORESTOWN, NJ 08057  
 CONTACT: PH: (800) 337-4374

## EQUIPMENT ADDRESS

ADDRESS: 30 WALL STREET, NEW YORK, NY 10005

## SCHEDULE OF EQUIPMENT

Qty	Description of Equipment & Serial Number	Total Cost	
	DATA/VOICE HARDWARE	EQUIPMENT	\$39,104.00
<input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software, attached hereto and made part hereof		Total Cost: \$39,104.00	

## SCHEDULE OF RENTAL PAYMENTS

Lease Term (In Months)	Total Number of Rental Payments	Amount of Each Rental Payment (Plus Applicable Taxes)	Advance Payment (Plus Applicable Taxes)	Documentation Fee	End of Lease Purchase Option
36	36	\$1,261.78	\$0.00	\$100.00	<input checked="" type="checkbox"/> \$1.00 Purchase Out
Additional Provisions:					Last Funding Date: 06/06/06

**Important Notice:** We have written this Lease in plain language because we want you to understand its terms. Please read this Lease carefully. The words "you" and "your" mean the Lessee named below. The words "we", "us", and "our" refer to the Lessor named below. BY SIGNING THIS LEASE, YOU AGREE TO THE TERMS ON THE FRONT AND REVERSE SIDES OR SUBSEQUENT PAGES, INCLUDING ALL THE TERMS AND CONDITIONS. THIS LEASE IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US. YOU CERTIFY THAT ALL THE INFORMATION CONTAINED IN THIS LEASE AND YOUR APPLICATION IS CORRECT AND COMPLETE. THIS LEASE IS NOT BINDING UPON US UNTIL WE SIGN IT.

**Execution and Delivery of Lease:** This Lease will be created and evidenced as follows: (i) we will deliver to you (at the e-mail, facsimile or business address you provide to us) an electronic (e-mail or facsimile) or paper version of each document to be signed by you, including this Lease and any exhibits or related documents (each, a "Document"); (ii) you will print (if applicable) and manually sign the signature page of each such Document and deliver to us by facsimile or other means the signed signature page; (iii) we will manually sign each signature page so delivered by you (if the Document requires your signature); and (iv) we will attach each fully signed signature page to a printed paper copy of the applicable Document. By so signing and transmitting a Document to us, you confirm your intent to sign such Document and accept its terms. You acknowledge that we are relying upon your promise that you have not modified the Document sent to you for signature. We both intend that each Document produced by this process which contains our original manual signature shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Document. We will promptly send you a copy of each fully signed Document and will retain each original authenticated Document, which will be conclusively presumed to be identical to the version signed by you unless you deliver specific written objections thereto within three (3) business days after receipt of such copy.

LESSOR: GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]  
 Name & Title: [Signature]  
 Date: 05/12/2006

LESSEE: KGM CIRCUIT SOLUTIONS, LLC

Signature: X [Signature]  
 Name & Title: X GARY PRESTIPINO SUP OPERATIONS  
 Date: X 5-12-2006 Fed Tax ID or SSN: X 141 84 8051

**Unconditional Personal Guarantee:** In consideration of Lessor entering into the above Lease in reliance on this Guarantee, the undersigned, jointly and severally, if more than one, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to Lessor, its successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease, whether such obligations are now or hereafter existing. The undersigned agrees that (a) this is an absolute, unconditional and continuing guarantee of payment and not of collection and that Lessor can proceed directly against the undersigned without disposing of any security or seeking to collect from Lessee under the Lease, (b) the undersigned waives all defenses and notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Lessor's costs of enforcement and collection. This Guarantee survives the bankruptcy of Lessee and binds the undersigned's administrators, successors and assigns. The undersigned's obligations under this Guarantee continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and the undersigned agrees not to be repaid by Lessee in the event the undersigned must pay Lessor. THIS GUARANTEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. EACH OF THE UNDERSIGNED AGREES TO JURISDICTION AND VENUE IN THE STATE OF IOWA. Each of the undersigned authorizes Lessor to conduct an investigation of his/her/its credit history and directs his/her/its creditors (including banks, leasing companies and trade suppliers) to release information regarding his/her/its credit to Lessor, its successors and assigns. Each of the undersigned authorizes Lessor to release all information that Lessor may possess about him/her/it to any prospective purchaser of the lease.

Guarantor:  
 Signature: X  
 Name & Title printed (if Entity): X

Guarantor:  
 Signature: X  
 Name & Title printed (if Entity): X



## Terms and Conditions

1. **COMMENCEMENT OF LEASE; RENTAL PAYMENTS.** You agree to lease from us the Equipment described in this Lease and remit to us Rental Payments (and applicable taxes) for the full Lease Term. Rental Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. When you receive the Equipment, you agree to inspect it and to verify by telephone such information as we may require or, at our request, send us a written certificate of acceptance. We do not have to accept this Lease and we are not obligated to purchase a unit of Equipment from Supplier or lease a unit of Equipment to you unless on or before the Last Funding Date indicated on the cover page of this Lease (which is the date the credit approval for this Lease expires): (a) we have received all required documentation in satisfactory form and substance, (b) you have accepted the Equipment in accordance with the terms set forth below, (c) we have received any required Advance Payment, (d) no material adverse change in your business, operations or financial condition occurs, and (e) no Event of Default as described in Section 10 occurs and is then continuing. If we do not accept this Lease, we will return to you any Advance Payment. If all the conditions precedent set forth above have been met and we have accepted this Lease, the Lease Term begins on the date you accept the Equipment (the "Lease Commencement Date"). ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE LEASE TERM. If the Lease Commencement Date is not the first or the fifteenth day of any calendar month (a "Payment Date"), the Lease Term will be extended by the number of days between the Lease Commencement Date and the Payment Date which first occurs after the Lease Commencement Date, and your first payment will be increased by 1/30th of the monthly Rental Payment multiplied by the number of days elapsed from the Lease Commencement Date to the day immediately preceding the first Payment Date after the Lease Commencement Date. You authorize us to change the Rental Payment by not more than 15% due to changes in the Equipment configuration or other factors affecting Equipment Cost which may occur prior to our acceptance of this Lease. We will advise you of the due date of each Rental Payment and the address to which you must send your payments, but our failure to so advise you will not release you of your obligations under this Lease. Rental Payments are due whether or not you receive an invoice. Unless otherwise required by applicable law, we are not required to refund any Rental Payment, pay any interest on any Advance Payment, or keep any Advance Payment in a separate account. We may apply the Advance Payment to any amount you owe us under this Lease. Lease Rate Factor: Your periodic Rental Payments are calculated using a lease rate factor (the "Lease Rate Factor"). The Lease Rate Factor is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of this Lease as published in the Federal Reserve Statistical Release H.15 available at <http://www.federalreserve.gov/releases/h15/update/> on or about the date this Lease is prepared by us (the "Initial Rate Date"). The Lease Rate Factor and your periodic Rental Payments may be adjusted if the Swap Rate as reported four (4) business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the Lease Rate Factor changes. Notwithstanding the foregoing, if this is a Stated Purchase Option Lease and the Lease Rate Factor is provided to you on or before December 31<sup>st</sup> of any calendar year, but the Lease Commencement Date is on or after January 1<sup>st</sup> of the following calendar year, then the Lease Rate Factor and your periodic rental payment will be adjusted to preserve our tax economic yields and cash flows and we will notify you of any such adjustments.

2. **TAXES.** You agree to pay us, when invoiced, all sales and use taxes and other similar charges imposed relative to this Lease, the Rental Payments or the Equipment. If the Purchase Option amount is \$1.00 (a "Dollar Purchase Option"), you agree to file any required personal property tax returns and if we ask, provide us with proof of payment. If the Purchase Option amount is other than \$1.00 (a "Stated Purchase Option"), you agree at our option to either (a) reimburse us for all personal property taxes which we may be required to pay as the owner of the Equipment or (b) remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed. If an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affects our after-tax earnings on this Lease, we may increase the Rental Payments to offset such adverse effect and a change in the Rental Payments is effective on the effective date of such increase.

3. **NET LEASE.** THIS LEASE IS A NET LEASE AND YOUR PAYMENT OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, ABATEMENT, REDUCTION, RECOUPMENT, DEFENSE OR SETOFF FOR ANY REASON WHATSOEVER.

4. **OWNERSHIP.** If this Lease provides for a Dollar Purchase Option, you will have title to the Equipment and will be deemed to be the owner of the Equipment and will be entitled to all tax benefits. If this Lease provides for a Stated Purchase Option, we will have title to the Equipment unless and until you exercise any Purchase Option available to you at the end of the Lease Term. To secure your obligations to us under this Lease, you grant us a first priority security interest in the Equipment and all related proceeds. You irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, a financing statement and any amendment thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable Uniform Commercial Code. At our request, you will attach identifying labels supplied by us showing our interest in a prominent position on each unit of Equipment.

5. **MAINTENANCE.** You will, at your own expense, (a) keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted, free of all claims, liens and encumbrances of any kind or nature, (b) not move the Equipment from the Equipment Location without our prior written consent, (c) use the Equipment solely for commercial purposes in the manner for which it is intended and in compliance with all applicable laws and manufacturer requirements or recommendations, (d) perform all service and maintenance requirements described in the operator's and instrument manuals provided by the manufacturer or Supplier and keep the Equipment eligible for any manufacturer's warranty certification, and (e) give us reasonable access to inspect the Equipment and its maintenance and other records. All additions, upgrades, replacement parts and attachments will become part of the Equipment unless they can be easily removed without damage to the original Equipment. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment.

6. **DISCLAIMER OF WARRANTIES.** You have selected the Equipment. You acknowledge that the Supplier, the manufacturer of the Equipment and their respective representatives are not our agents and are not authorized to modify the terms of this Lease. You are aware of the name of the manufacturer or Supplier of each item of Equipment and you will contact the manufacturer or Supplier for a description of your warranty rights. You agree to settle any dispute you may have regarding performance of the Equipment with the manufacturer or Supplier of the Equipment. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, ITS DESIGN, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR THIS LEASE. WE WILL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OF THIS LEASE OR FOR ANY LOSSES, DAMAGES, DELAY OR FAILURE TO DELIVER THE EQUIPMENT. THIS LEASE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree to waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent permitted by applicable law, you also hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or modify any of our rights or remedies under this Lease, including any rights you may have which require us to (a) sell any Equipment to mitigate damages or (b) provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts. If you signed a purchase order for the Equipment, you assign to us, without further action on your or our part, all of your rights but none of your obligations with respect to the Equipment and any proceeds thereof and agree to, upon our request, obtain consent from the manufacturer or Supplier of Equipment with respect to such assignment. Unless you are in default under this Lease, you may at your own expense enforce all warranties and other rights directly against the manufacturer.

7. **INDEMNITY.** You are responsible for, and agree to defend and indemnify us against, all losses, damages, claims, injuries and attorneys' fees incurred or asserted by any person that relate to the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Lease. If this Lease provides for a Stated Purchase Option, you agree that it was entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment, and you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged, you will (and Rental Payments will continue to accrue without abatement until you), at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us a sum equal to (1) all Rental Payments and other amounts then due and payable under this Lease, and (2) the present value of (i) all Rental Payments to become due during the remainder of the Lease Term, and (ii) the Purchase Option amount set forth in this Lease, each discounted at (x) 6% per annum if this Lease provides for a Stated Purchase Option, (y) the lease charge rate (as determined pursuant to Section 16) if this Lease provides for a Dollar Purchase Option, or (z) if such applicable rate is not permitted by law, then at the lowest rate permitted by law (collectively referred to as the "Net Book Value"). We will then transfer to you all our right, title and interest in the Equipment "AS-IS, WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. Insurance proceeds will be applied toward repair or replacement of the Equipment or payment hereunder, as applicable.

9. **INSURANCE.** You are responsible for loss and damage to the Equipment from any cause whatsoever and after delivery thereof. You agree, at your cost to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we require, naming us as additional insured. Prior to commencement of this Lease and at any time upon our request, you must provide us with evidence of an occurrence type insurance policy covering such risks and liabilities issued by an insurance carrier acceptable to us. The policy must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

(Continued on Next Page)



## Terms and Conditions

10. **DEFAULT.** An Event of Default will occur if: (a) we do not receive any Rental Payment or other payment within 10 days of its due date, (b) you or any guarantor of your obligations under this Lease ("Guarantor") do not perform any of your or any Guarantor's other obligations under this Lease or such Guarantor's guaranty, and such failure continues for 10 days after we notify you of it, (c) any representation you have made in this Lease or any Guarantor has made in its guaranty shall prove to have been false or misleading in any material respect (d) you or any Guarantor become insolvent, are liquidated or dissolved, merge, transfer substantially all of your or its stock or assets, stop doing business or assign your or its rights or property for the benefit of creditors, (e) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law, (f) if you are a sole proprietorship, you die or have a guardian appointed, (g) any Guarantor dies or has a guardian appointed, or (h) you default on any other agreement between you and us (or our affiliates).

11. **REMEDIES.** If an Event of Default occurs, we may, in our sole discretion, do any or all of the following: (a) cancel or otherwise terminate this Lease or any other Lease or agreement between you and us, (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to the Net Book Value, (c) require you to return the Equipment in accordance with Section 13, (d) repossess the Equipment without court order and you will not make any claims against us (or our agent) for damages or trespass or any other reason if we take such action, and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including attorneys' fees. We may, but will have no obligation to, sell or otherwise dispose of the Equipment, with or without notice to you, at a public or private sale, and without any duty to account to you with respect to such action or inaction or for any proceeds with respect thereto. You agree that (a) if notice of sale is required by law, five days advance notice will constitute reasonable notice, (b) we may apply the proceeds of any sale or other disposition of the Equipment (after deducting all costs and expenses related to the repossession, sale or other disposition) to the amounts you owe us, (c) you will remain responsible for any balance which may remain after we apply such net proceeds, and (d) we will retain all rights and remedies even if we do not choose to enforce them at the time of your default. If this Lease provides for a Dollar Purchase Option and we receive more than the Net Book Value plus our costs and expenses, we will remit any excess to you.

12. **END OF LEASE OPTIONS.** If this Lease provides for a Dollar Purchase Option and you are not in default, we will release any security interest we have in the Equipment at the end of the Lease Term. If this Lease provides for a Stated Purchase Option and you are not in default, you will have the option at the end of the Lease Term to (a) return the Equipment in accordance with Section 13, (b) extend the Lease Term for a new term upon the terms and conditions set forth in this Lease, or (c) on 60 days advance written notice to us, purchase all but not less than all of the Equipment for the Purchase Option amount (and all applicable taxes). If the Purchase Option is stated as a percentage, the Purchase Option amount will be the product of such percentage multiplied by the final Equipment Cost. If the Purchase Option is stated as FMV, FMV will mean the fair market value in place value of the Equipment at the end of the Lease Term, assuming good condition (except for ordinary wear and tear), as estimated by us. Upon payment of the applicable amount, we will transfer the Equipment to you "AS IS, WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. IF YOU FAIL TO EXERCISE THIS PURCHASE OPTION, ALL OF YOUR OBLIGATIONS UNDER THIS LEASE WILL CONTINUE UNTIL THE EQUIPMENT IS RETURNED IN ACCORDANCE WITH SECTION 13.

13. **RETURN OF EQUIPMENT.** If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, dismantled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States, and (iv) pay a return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Rental Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease.

14. **ASSIGNMENT. YOU WILL NOT SELL, ASSIGN OR SUB-LEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** We may, without notifying you, (a) release any information we possess about you and this Lease to any prospective investor, participant or purchaser of this Lease, and (b) sell, assign, or transfer this Lease and our interests in the Equipment. You agree that the new owner or any of our assignees and transferees will have the same rights and benefits that we now have under this Lease but none of our obligations. The rights of the new owner or any of our assignees and transferees will not be subject to any claim, defense, or set-off that you may have against us.

15. **PAST DUE PAYMENTS.** We may charge you a late charge equal to 10% of any late payment, but not more than the highest legal rate. Any Rental Payments not made when due and other payment obligations incurred as a result of an Event of Default will accrue interest at the lower of 16% per annum or the highest legal rate from their due date until paid.


16. **COMPLIANCE WITH LAWS.** You understand that the Equipment may be purchased for cash for an amount equal to the cost thereof or it may be leased. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and agreed to remit Rental Payments and other sums to us. If this Lease provides for a Dollar Purchase Option, or a Stated Purchase Option that constitutes a nominal percentage of the Equipment Cost, each Rental Payment includes a principal amount based on the Equipment Cost down and a lease charge rate. The lease charge portion of the Rental Payment can be determined by applying to the Equipment Cost the rate that will amortize the Equipment Cost down to the Purchase Option amount by remittance of the Rental Payments. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs and expenses incurred by us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS LEASE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS LEASE OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

17. **YOUR REPRESENTATIONS.** You represent and warrant that (a) you have the lawful power and authority to enter into this Lease, (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) by entering into this Lease you will not violate any law or other agreement in which you are a party, (d) you are not aware of anything that will have a material adverse effect on your ability to satisfy your obligations under this Lease, (e) all financial information you have provided and will provide to us is true, correct and complete and provides an accurate representation of your financial condition, and (f) the location of your chief executive office, state of incorporation or organization, exact legal name, place of residence and organizational identification number, as applicable, have been correctly identified to us.

18. **MISCELLANEOUS.** You agree that during the Lease Term (a) you will promptly notify us in writing if there is a change in the name, ownership, state of incorporation or formation or organizational number (if any) of your business, or if there is a change in your ownership, (b) you will provide such financial information we may reasonably request, (c) you will take any action we reasonably request to protect our rights in the Equipment and this Lease, and (d) we may insert missing information or correct obvious errors or your legal name in this Lease without further notice to you. This Lease constitutes the entire agreement between you and us and supersedes any conflicting equipment purchase order or other written or oral agreement. Except as noted in clause (d) above, no modification of this Lease will be binding unless in writing and signed by you and us. You authorize us (or our agent) to (i) obtain personal credit bureau reports, (ii) make all other credit inquiries we deem necessary, and (iii) furnish payment history information to credit reporting agencies. You agree to pay us a fee shown on the cover page of this Lease to cover our documentation and investigation costs. Any claim you have against us must be made within one year after the event that caused it. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of this Lease to be unenforceable, the remaining terms will remain in effect. If you fail to comply with any provision of this Lease, we have the right but not the obligation to have such provision brought into compliance and all expenses we incurred in bringing about such compliance will be considered a Rental Payment which is due within five (5) days after the date we send to you a written request for payment. All our and your written notices must be sent by certified or first class mail or recognized overnight delivery service, postage prepaid, to you at your address set forth on the cover page of this Lease or our address at 1010 Thomas Edison Boulevard S.W., Cedar Rapids, Iowa 52404, Telephone No.: (800) 535-1460; or by facsimile transmission to you at your facsimile telephone number set forth on the cover page of this Lease or to us at our facsimile telephone number (319) 841-6324, with oral confirmation of receipt. At any time after this Lease is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment.

19. **CHOICE OF LAW. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. BOTH PARTIES CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA FOR ALL DISPUTES ARISING UNDER THIS LEASE AND WAIVE ANY RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING UNDER THIS LEASE.**

20. **COUNTERPARTS.** This Lease may be executed in separate counterparts, all of which shall together constitute one and the same instrument. IF THIS LEASE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART IDENTIFIED BY US AS THE SOLE ORIGINAL CHATTEL PAPER COPY.

(Lessee: Please initial here  to confirm that you have received and read both pages of the Terms and Conditions)  
Flow Document Package

**GE Capital**GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

08118 06/21/06 10:00 00/1907 AI 0001009 GEVAS01 001 002 1-OUNCE

CIRCUIT SOLUTIONS  
C/O WESTCOM  
ATTN: ACCOUNTSPAYABLE  
162 5TH AVE  
NEW YORK NY 10010Correspondence Only: PO BOX 3083  
CEDAR RAPIDS IA 52406-3083Please remember to reference Account Schedule #(s) pertaining to your request(s).  
Phone: 800-327-9701  
Fax: 319-841-6324

Billing ID Number	90133713947
Invoice Number	66088274
Invoice Date	09/09/2007
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89

CEPNE

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**Account Schedule  
Number****INVOICE FOR CURRENT ITEMS DUE**

Due Date	Purchase Order Number	Equipment Description	Line Item Amount	Acct/Sched Total
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4416161-003\*

REFERENCE NUMBER 4416161007

DATA/VOICE HARDWARE

SERIAL NUMBER

MODEL NUMBER

- LOCATION:

30 WALL STREET

NEW YORK NY 10005

10/01/2007

PAYMENT/INSTALLMENT DUE  
SALES/USE TAX ON PAYMENT1,261.78  
105.67

08/01/2007

LATE CHARGES DUE

63.09

SERVICE.LEASINGSOURCE.COM  
PAY BILLS ONLINE.

To ensure proper credit, detach and  
return this portion with your payment.  
Please include your billing ID Number  
on your check.

CIRCUIT SOLUTIONS  
C/O WESTCOM  
ATTN: ACCOUNTSPAYABLE  
162 5TH AVE  
NEW YORK NY 10010
☐ Please check here if your address or equipment  
location has changed and complete reverse side.

Billing ID Number	90133713947
Invoice Number	66088274
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89



CEPNE

000

GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

590133713947660882740000014305400000553289660882743815

**EXHIBIT F**



GE Commercial Finance  
Vendor Financial Services

Master Note and Security Number: 4416161  
Schedule Number: 005

### DELIVERY AND ACCEPTANCE NOTICE

Borrower Name: KGM CIRCUIT SOLUTIONS, LLC

Lender Name: GENERAL ELECTRIC CAPITAL  
CORPORATION

Quantity	Equipment Model and Description	Serial Number
	SYSTEM SOFTWARE - CURRENT QA RELEASE	
	<input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software, attached herein and made part hereof	
Equipment Location: 30 WALL STREET, NEW YORK, NY 10003		
Equipment Supplier: EASTERN RESEARCH, INC.		

ACCEPTANCE NOTICE As evidenced by this Delivery and Acceptance Notice, Borrower, through its authorized representative certifies to Lender that:

- (a) All the Equipment (to include any software being financed in connection with the Equipment) has been delivered to and inspected by Borrower on the date set forth below (the "Acceptance Date");
- (b) Borrower has irrevocably accepted the Equipment as of the Acceptance Date;
- (c) No event which would allow the Lender to declare a Default (as defined in Section 11 of the Master Note and Security Agreement) has occurred, and all of the representations and warranties made in the Master Note and Security Agreement by the Borrower are true as of the Acceptance Date;
- (d) Borrower hereby expressly authorizes Lender to insert the Acceptance Date in the space below upon the verbal instruction of Borrower.

Borrower: KGM CIRCUIT SOLUTIONS, LLC

By: X 

Name: X Kevin Gori

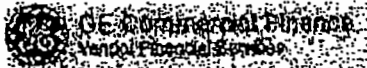
Title: X Member

Acceptance Date: X 10/26/06









M-1 Protection System for DOD-11 only	1
M-1 Control Console Data	1
M-1 Switch DC Power Supply	2
M-1 Mainframe Filter Unit	0
M-1 Mainframe Filter Unit Card	0
M-1 Broadband C Primary Card	1
M-1 Broadband C Secondary Card	1

M-1 Backup Blank Discs	1
Blank Discs for back-up system management	5
Blank Discs for front application data	5
Blank Discs for back application data	5
Blank Discs for back supply data - DOD-11	0
DCS Patch Panel 14 port	
50 pin to 50 pin cable - 100'	
50 pin cable to bare wire cable - 100'	5
Hardware Adapter Kit for DOD-11	
Broadband M-1 Control Console	1
Expansion cable - DOD-11 to DOD-11	
Expansion cable - DOD-11 to DOD-11	1
DOD-11 Filter 23 - Back Mount Adapter Kit	
DOD-11 Control Console Back Mount Adapter Kit	
PSK Filter 23 - Back Mount Adapter Kit	
RAX Control Console Back Mount Adapter Kit	

Lessee Initials: X

Date:

5-12-06

**EXHIBIT G**



GE  
Capital Solutions

Equipment Finance Services

10 Riverview Drive  
Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer  
KGM Circuit Solutions LLC  
30 Wall Street  
New York, NY 10005

Re: Notice of Assignment - Equipment Schedule No. 4416161-003 (the "Designated Schedule")  
incorporating by reference the terms and conditions of that certain Master Lease Agreement dated as  
of August 2, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit  
Solutions LLC ("Customer").

Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

NATIONAL CITY COMMERCIAL CAPITAL  
COMPANY, LLC

Purchaser

By: \_\_\_\_\_

Name: JoEllen Bentson

Title: Capital Markets Operations - Syndications

By: \_\_\_\_\_

Name: THOMAS C. OTTO

Title: VICE PRESIDENT

**EXHIBIT H**





GE Commercial Finance  
Vendor Financial Services

Agreement # 4416161

### Master Note and Security Agreement

"Master Agreement" means this Master Note and Security Agreement. "Schedule" means any Payment Schedule signed by you and us that incorporates the terms of this Master Agreement. "Note" means this Master Agreement and any Schedule. "Lender" means General Electric Capital Corporation and is also referred to as "we", "us" and "our". "Borrower" means the entity or individual identified below and is also referred to as "you" and "your". "Equipment" means the equipment described on each Schedule. "Collateral" has the meaning given to such term in Section 5 below.

**1. COMMENCEMENT OF SCHEDULE.** Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Balance of the Schedule to you or your designee; provided that we do not have to fund the Original Principal Balance of a Schedule to you or your designee unless on or before the Last Funding Date indicated on such Schedule (which is the date the credit approval for such Schedule expires): (a) we have received all required documentation (including confirmation of acceptance) in satisfactory form and substance and any required Advance Payment; (b) no material adverse change in your business, operations or financial condition occurs; and (c) no Default as described in Section 11 occurs and is then continuing. YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY PAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER.

**2. DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT: (a) WE ARE NOT THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REPRESENTATIVE OF EITHER THE SUPPLIER OR MANUFACTURER; (b) YOU HAVE SELECTED THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOR YOUR PURPOSES BASED SOLELY UPON YOUR OWN JUDGMENT WITHOUT ANY ASSISTANCE FROM US OR OUR AGENTS OR EMPLOYEES; (c) YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR EMPLOYEES; (d) THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT YOU ARE FULLY SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY PART OF THE EQUIPMENT OR (AS APPLICABLE) ANY OTHER COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, OR AS TO SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE, BY YOU. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE USE OF THE EQUIPMENT, ANY OTHER COLLATERAL, OR OTHERWISE.

**3. NOTE PAYMENTS; ADJUSTMENTS.** You agree to remit to us the Note Payments (as set forth in the Schedule) and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H.15 (available at <http://www.federalreserve.gov/releases/h15/update/>) on the date we either prepare the

corresponding Schedule or (if applicable) send you a written financing proposal/quote relating to the Equipment (the "Initial Rate Date"). The interest rate and your Note Payment may be adjusted if the Swap Rate as reported 4 business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the interest rate changes. If the invoiced amount for the Equipment relating to a Schedule is more than the Original Principal Balance shown on that Schedule due to changes in Equipment configuration or other cost factors affecting such invoiced amount, and if such an increase is within the dollar limits and time limits of our credit approval, you authorize us to increase the Original Principal Balance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will notify you of any such adjustment.

**4. OTHER CHARGES.** You agree to: (a) pay all costs and expenses associated with the ownership, use, maintenance, servicing, repair or replacement of the Equipment and (as applicable) any other Collateral and (b) pay all premiums and other costs of insuring the Equipment and (as applicable) any other Collateral. In addition, you will (1) reimburse us for all costs and expenses including reasonable attorneys' fees and court costs incurred in enforcing the Note and (2) pay all other costs and expenses for which you are obligated under the Note, including any Document Fee specified in the Schedule (the "Other Charges"). You agree to file all required property and other tax returns and pay all property and other taxes promptly, which may be assessed against the Equipment or against any of the other Collateral. We may take on your behalf any action required under the Note, which you fail to take, and upon receipt of our invoice you will promptly pay our costs, plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

**5. SECURITY INTEREST.** As security for the payment of any of your obligations and liabilities of any nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter contracted or acquired, to us pursuant to this Master Agreement and any extensions and modifications hereof (any and all of which are sometimes referred to hereafter as the "Indebtedness"), you hereby give, grant and assign to us, our successors and assigns, a continuing first perfected security interest in the Equipment, all repairs, accessories, additions, parts, supplies, attachments, devices, replacements and substitutions for or additions to such property, all software used in connection with such property, all insurance or other proceeds of such property, all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records directly or indirectly related to the foregoing and all your security deposits, revenues or other funds or property in possession of or in transit to us (all herein referred to collectively as the "Collateral"). You hereby authorize us to prepare and file, electronically or otherwise, a financing statement and any amendment thereto or continuation or assignment thereof relating to our interest in the Collateral, and containing any other information required by the applicable Uniform Commercial Code. A photostatic copy or other reproduction of this Master Agreement or of a financing statement shall be sufficient as a financing statement.

**6. LATE CHARGES.** For any payment, which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

(Continued on next page)

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF IOWA. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS YOU AND WE MAY LATER AGREE IN WRITING TO MODIFY IT.

GENERAL ELECTRIC CAPITAL CORPORATION  
1010 Thomas Edison Blvd, Cedar Rapids, IA 52404

By: Dana L. Graham  
Name: Dana L. Graham  
Title: CM  
Date: 10/30/06

KGM CIRCUIT SOLUTIONS LLC  
Full Legal Name

By: Maggie Foley  
Name: Maggie Foley  
Title: CEO  
Date: 11/23/06





7. **MAINTENANCE AND REPAIR.** You must keep the Equipment and any other Collateral free of liens (other than our lien). You may not remove the Equipment or (as applicable) any other Collateral from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment and any other Collateral in your exclusive control and possession; (b) **USE THE EQUIPMENT AND ANY OTHER COLLATERAL ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES;** (c) use the Equipment and any other Collateral in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment and (as applicable) any other Collateral repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and (as applicable) any other Collateral and the related maintenance and other records.

8. **INDEMNITY.** YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCURRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE, CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEFENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY SCHEDULE.

9. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) promptly repair the item or replace the item with a comparable item reasonably acceptable to us (along with repairing or replacing any other Collateral lost, stolen or damaged); or (b) pay us the sum of: (i) all past due and current Note Payments, (ii) the then remaining principal balance of the applicable Note (after application of item (b)(i)), and (iii) all Other Charges. In the event you exercise option (a) above and replace the Equipment, you will (A) notify us of such replacement within 30 days of the date the Equipment is lost, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacturer. In the event you exercise option (b) above, we will then release our security interest in the Collateral. Insurance proceeds will be applied toward repair, replacement or payment hereunder, as applicable.

10. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we may require, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commencement Date of a Schedule and at any time thereafter, you must provide us with evidence of such insurance coverages.

11. **DEFAULT.** You will be in default ("Default") under the Note if: (a) you fail to remit to us any payment within 10 days of the due date or breach any other obligation under the Note; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us or any of our affiliates.

12. **REMEDIES.** Upon the occurrence of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to be immediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon the occurrence of a Default, we may, in our sole discretion, elect to foreclose or realize upon the Collateral. Should we elect to foreclose or realize upon the Collateral, you expressly agree that your rights under and interests in the Collateral shall be (to the maximum extent permitted under applicable law) automatically, and without any further action required of any party, assigned and conveyed to us, but that we shall have no obligations or liabilities related to the Collateral, all of which shall remain with you. You agree to execute and deliver to us (or our designee) such agreements, documents and instruments as may be necessary, in our sole discretion, to effect such assignment and conveyance. Upon such assignment and conveyance, you expressly acknowledge that we may exercise any of the rights related to the Collateral to the exclusion of you. In addition, we may exercise all rights and remedies available to us under the law and Uniform Commercial Code as now

enacted or as may be from time to time amended and, in conjunction with, addition to or substitution for these rights and remedies, at our discretion, we may, in conformity with applicable law (i) enter upon your premises and take possession of, assemble and collect the Collateral or to render it unusable, (ii) require you to assemble the Collateral and make it available at a place we designate which is mutually convenient, to allow us to take possession or dispose of the Collateral, (iii) sell the Collateral at public or private sale, whether or not the Collateral is in our constructive possession, in one or more sales, as an entirety or in parcels, and be, at our election, the purchaser at any such sale; and/or (iv) lease or otherwise dispose of all or part of the Collateral applying the resulting proceeds to all expenses in connection with the taking and sale or lease of Collateral, and any balance of such proceeds toward the payment of your obligations in such order of application as we may from time to time elect, provided that any proceeds we receive in excess of your obligations will be remitted to you or (as the case may be) the party otherwise lawfully entitled thereto.

Without limitation to the foregoing, it is agreed that upon 5 days' notice to you and within 6 months of repossession (i) any private sale of the Collateral in "as is" condition at wholesale including, without limitation, sales based on bids received from dealers, manufacturers or otherwise, or (ii) any lease of the Collateral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collateral. In no event will blue book, black book, NADA or other published price lists be determinative of the commercial reasonableness of any disposition of the Collateral. Notwithstanding any repossession or any other action which we may take with respect to the Collateral, you shall be and remain liable for any deficiency and for the full performance of all obligations on your part to be performed. All such remedies are cumulative and, to the extent permitted by law, may be exercised concurrently or separately.

13. **ASSIGNMENT.** YOU MAY NOT ASSIGN OR DISPOSE OF ANY RIGHTS OR OBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. We may, without notifying you, (a) assign all or any portion of our interest in the Note or all or any portion of our interest in the Equipment or any other Collateral; and (b) release information we have about you and the Note to the manufacturer, supplier or any prospective investor, participant or purchaser of the Note. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under the Note (to the extent of such assignment), but none of our obligations (unless we and such assignee agree otherwise in writing). You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to you or (as the case may be) our business address. You represent that: (a) you have authority to enter into the Note and by so doing you will not violate any law or agreement; and (b) the Note is signed by your authorized officer, representative or agent. The Note is the entire agreement between you and us, and cannot be modified except by another document signed by you and us. The Note is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our representatives to: (a) obtain credit reports and make credit inquiries; and (b) furnish your payment history to credit reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a court finds any provision of the Note to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing information on the Note, including the Commencement Date, your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege.

15. **LIMITATIONS ON CHARGES.** This Section controls over every other part of this Master Agreement and over all other documents now or later pertaining to the Note. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Section, be read under any circumstances to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Note to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Note, or refunded to you.

Borrower's initials

**GE Capital**

GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

9818 06/21/06 10:00 08/10/07 AI 0001066 GEVAS01 001 002 1-OUNCE

KGM CIRCUIT SOLUTIONS LLC  
C/O WESTCOM  
ATTN: ACCOUNTS PAYABLE  
162 5TH AVE  
NEW YORK NY 10010

Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone: 800-327-9701

Fax: 319-841-6324

Correspondence Only: PO BOX 3083  
CEDARRAPIDS IA 52406-3083

Billing ID Number	90133740113
Invoice Number	65901415
Invoice Date	08/08/2007
Due Date:	09/01/2007
Current Items Due:	679.77
Total Amount Due:	2,621.97

CEPNE  
000

Account Schedule Number
----------------------------

**INVOICE FOR CURRENT ITEMS DUE**

Due Date	Purchase Equipment	Order Number Description	Line Amount	Item Total
	REFERENCE NUMBER	4416161006		
	MODERN CABLE			
	- LOCATION:			
		111 8TH AVE		
		NEW YORK NY 10015		
09/01/2007	PAYMENT/INSTALLMENT DUE		647.40	
07/01/2007	LATE CHARGES DUE		32.37	

SERVICE.LEASINGSOURCE.COM  
PAY BILLS ONLINE.

To ensure proper credit, detach and  
return this portion with your payment.  
Please include your billing ID Number  
on your check.

KGM CIRCUIT SOLUTIONS LLC  
C/O WESTCOM  
ATTN: ACCOUNTS PAYABLE  
162 5TH AVE  
NEW YORK NY 10010

☐ Please check here if your address or equipment  
location has changed and complete reverse side.

Billing ID Number	90133740113
Invoice Number	65901415
Due Date:	09/01/2007
Current Items Due:	679.77
Total Amount Due:	2,621.97

CEPNE  
000

GE CAPITAL  
P. O. BOX 642555  
PITTSBURGH PA 15264-2555

590133740113659014150000006797700000262197659014153814

**EXHIBIT I**



GE Commercial Finance  
Vendor Financial Services

Master Note and Security Number: 4416161  
Schedule Number: 002

### DELIVERY AND ACCEPTANCE NOTICE

Borrower Name: KGM CIRCUIT SOLUTIONS LLC

Lender Name: GENERAL ELECTRIC CAPITAL  
CORPORATION

Quantity	Equipment Model and Description	Serial Number
	DATA/VOICE HARDWARE - <input checked="" type="checkbox"/> See attached Exhibit A for full schedule of equipment and software attached hereto and made part hereof.	
Equipment Location: 80 WALL STREET, NEW YORK, NY 10005 111 8th Ave N.Y. N.Y.		
Equipment Supplier: EASTERN RESEARCH, INC.		

ACCEPTANCE NOTICE As evidenced by this Delivery and Acceptance Notice, Borrower, through its authorized representative certifies to Lender that:

- (a) All the Equipment (to include any software being financed in connection with the Equipment) has been delivered to and inspected by Borrower on the date set forth below (the "Acceptance Date");
- (b) Borrower has irrevocably accepted the Equipment as of the Acceptance Date;
- (c) No event which would allow the Lender to declare a Default (as defined in Section 11 of the Master Note and Security Agreement) has occurred, and all of the representations and warranties made in the Master Note and Security Agreement by the Borrower are true as of the Acceptance Date;
- (d) Borrower hereby expressly authorizes Lender to insert the Acceptance Date in the space below upon the verbal instruction of Borrower.

Borrower: KGM CIRCUIT SOLUTIONS LLC

By: X Maggie Foley

Name: X Maggie Foley

Title: X CEO


Acceptance Date: X 4/24/06 10/27/06 AD

Anthony LAMCH 000321-1140

GE Commercial Finance  
Vendor Financial ServicesExhibit A to Schedule and Certificate of AcceptanceKGM CIRCUIT SOLUTIONS LLC  
4416161802

Part #	Qty
SPS-1000 Chassis (DC)	
SPS-1000 Chassis (AC)	1
SPS-1000 Power Supply (DC)	
SPS-1000 Power Supply (AC)	2
SPS-1000 Fan Tray (Front)	1
SPS Cold TUNE-DEP41 Module (Front)	1
SPS Cold TUNE Module (Rear)	1
SPS Configuring Sheet (1 copy per Module \$50)	1
<b>Cables &amp; Accessories</b>	
EPH TELCO to 8 Individual RJ45C (crossover)	1
EPH-1000 Blank Power Supply Board	
SPS Blank Board (1-Slot)	6
EPH-1000 KMM Null Modem Cable	1
SPS Cold TUNE1 Debug Port Cable	1

Lessee Initials: X


 Date: 10/26/06



**EXHIBIT J**



Equipment Finance Services

10 Riverview Drive  
Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer  
KGM Circuit Solutions LLC  
30 Wall Street  
New York, NY 10005

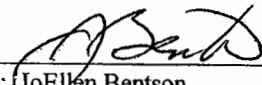
Re: Notice of Assignment - Equipment Schedule No. 4416161-002 (the "Designated Schedule")  
incorporating by reference the terms and conditions of that certain Master Note and Security  
Agreement dated as of October 30, 2006, both between General Electric Capital Corporation ("GE")  
and KGM Circuit Solutions LLC ("Customer").

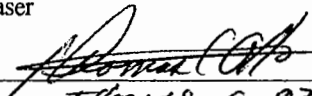
Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

NATIONAL CITY COMMERCIAL CAPITAL  
COMPANY, LLC  
Purchaser

By:   
Name: JoEllen Bentson  
Title: Capital Markets Operations - Syndications

By:   
Name: THOMAS C. O'TOOLE  
Title: VICE PRESIDENT

PERETORE & PERETORE, P.C.  
191 Woodport Road  
Sparta, New Jersey 07871  
(973) 729-8991  
Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.  
FP #7020

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number: 08 CIV 3856
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge Brieant
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	
	:	AFFIDAVIT OF SERVICES
vs.	:	
	:	
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
_____X	:	

FRANK PERETORE, the undersigned, an attorney duly licensed to practice law in the State of New Jersey, duly sworn upon his oath, SAYS:

1. I am an attorney at law in the State of New Jersey and am a partner in the law firm of Peretore & Peretore, P.C., attorneys for the plaintiff in the above-entitled matter. I make this Affidavit upon personal knowledge and in support of the plaintiff's Motion for Default Judgment against defendants.

2. The plaintiff has retained this firm on an hourly basis, plus expenses. As of June 9, 2008,

this office has invoiced National City Commercial Capital Company, LLC (“National City”) for \$1,569.05 and \$768.50 has not yet been billed for a total of \$2,337.55. True and accurate copies of all invoices issued are attached hereto as **EXHIBIT A**. As is evidenced from the invoices, this office initially prepared and filed a Complaint and has since handled all aspects of this matter.

3. I am the attorney responsible for the handling of this matter. I have represented for several years. I have been practicing law, with a concentration in commercial litigation, since 1985. I believe my hourly rate is fair and reasonable for an attorney of my experience in the legal community.

4. My hourly rate in this matter is \$265.00.

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.

Dated:

Sworn to and subscribed  
before me this 10<sup>th</sup> day  
of June, 2008.

/s/ Marlene J. Meyers

Marlene J. Meyers  
Notary Public of New Jersey  
My Commission Expires Feb. 9, 2010

**EXHIBIT A**



**Peretore & Peretore**

A Professional Corporation  
 Counsellors at Law  
 191 Woodport Road  
 Sparta, New Jersey 07871

(973) 729-8991  
 Telefax (973) 729-8913

**Tax I.D. #22-3484779**

National City Commercial Capital  
 995 Dalton Avenue  
 Cincinnati, OH 45203

March 25, 2008

Matter: KGM Circuit

Attention: Susan K. Young

Invoice #: 24991

RE: National City Commercial Capital v. KGM Circuit Solutions, LLC. Leases ##88046000,  
 88047000, 88472000

DATE	DESCRIPTION	RATE	HOURS	AMOUNT	LAWYER
Feb-20-08	Draft Demand Letter.	\$265.00	0.50	132.50	FP
	Totals		0.50	\$132.50	

**DISBURSEMENTS****Disbursements****Receipts**

Filing Fee

350.00

Totals

\$350.00

\$0.00

**Total Fees & Disbursements**

**\$482.50**

Previous Balance

\$0.00

Previous Payments

\$0.00

**Balance Due Now**

**\$482.50**

**Peretore & Peretore**

A Professional Corporation  
 Counsellors at Law  
 191 Woodport Road  
 Sparta, New Jersey 07871

(973) 729-8991  
 Telefax (973) 729-8913

**Tax I.D. #22-3484779**

National City Commercial Capital  
 995 Dalton Avenue  
 Cincinnati, OH 45203

April 15, 2008

Matter: KGM Circuit

Attention: Susan K. Young

Invoice #: 25188

RE: National City Commercial Capital v. KGM Circuit Solutions, LLC. Leases ##88046000, 88047000, 88472000

DATE	DESCRIPTION	RATE	HOURS	AMOUNT	LAWYER
Mar-10-08	Review all loan documents and draft Complaint.	\$265.00	1.25	331.25	FP
Mar-12-08	Revise complaint and draft Letter to client	\$265.00	0.75	198.75	FP
Mar-22-08	Finalize and file suit.	\$265.00	0.75	198.75	FP
Mar-25-08	Letter to client re; Complaint information.	\$265.00	0.25	66.25	FP
	Totals		3.00	\$795.00	
	<b>Total Fees &amp; Disbursements</b>				<b>\$795.00</b>
	Previous Balance				\$482.50
	Previous Payments				\$0.00
	<b>Balance Due Now</b>				<b>\$1,277.50</b>

**Peretore & Peretore**

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**Tax I.D. #22-3484779**

National City Commercial Capital  
 995 Dalton Avenue  
 Cincinnati, OH 45203

May 22, 2008

Matter: KGM Circuit

Attention: Susan K. Young

Invoice #: 25393

RE: National City Commercial Capital v. KGM Circuit Solutions, LLC. Leases ##88046000,  
 88047000, 88472000

DATE	DESCRIPTION	RATE	HOURS	AMOUNT	LAWYER
Apr-22-08	Finalize and file lawsuit.	\$265.00	0.40	106.00	FP
Apr-29-08	Review court notices and forward summons and complaint for service.	\$265.00	0.40	106.00	FP
	Totals		0.80	\$212.00	

**DISBURSEMENTS****Disbursements****Receipts**

Apr-15-08	Photocopies - April 134 @ 0.20	26.80	
	Photocopies - April 208 @ 0.20	41.60	
Apr-30-08	Postage - April	6.10	
	Postage - April	5.05	
	Totals	\$79.55	\$0.00

**Total Fees & Disbursements**

---

**\$291.55**

Previous Balance

\$1,277.50

Previous Payments

\$482.50

**Balance Due Now**

---

**\$1,086.55**

PERETORE & PERETORE, P.C.  
191 Woodport Road  
Sparta, New Jersey 07871  
(973) 729-8991  
Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.  
FP #7020

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number: 08 CIV 3856
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge Brieant
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	
	:	ORDER FOR DEFAULT
vs.	:	JUDGMENT
	:	
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
_____X	:	

This matter having come before the Court by motion of counsel for the plaintiff (“National City”) seeking entry of default judgment pursuant to Federal Rule of Civil Procedure 55(b)(2) against the defendant for failure to answer or otherwise move in response to the Complaint which was duly served upon them; and said defendant being in default of payment obligations to the plaintiff and the



defendant; and the plaintiff having submitted an Affidavit of Amount Due and Non-Military Service;

**THE COURT FINDS:**

1. This Court has jurisdiction of the subject matter of all counts of this action and over all the parties hereto.

2. The defendant was duly served with the Summons and Complaint.

3. The time to respond to the Summons and Complaint has expired and the defendant failed to respond.

4. A default judgment in this action is hereby to be entered in favor of National City Commercial Capital Company, LLC and against KGM Circuit Solutions, LLC.

**IT IS, THEREFORE ORDERED AND ADJUDGED**, that National City recover from KGM Circuit Solutions, LLC the sum of \$84,578.00 plus \$2,337.55 in attorneys' fees for a total of \$86,915.55; and it is further

**ORDERED**, that plaintiff shall have immediate and permanent title and possession to the collateral equipment ("the equipment") subject to the transactions described in the Complaint and motion papers, which has not been returned to plaintiff, and which is described on **EXHIBIT A** (one page) hereto; and it is further

**ORDERED**, that the defendant shall properly maintain said equipment and return it to plaintiff or its agents within five (5) days hereof and fully cooperate in said return; and it is further

**ORDERED**, in the event that plaintiff takes possession of the equipment, plaintiff shall attempt to dispose of said personal property in a commercially reasonable manner in accordance with

the New York Uniform Commercial Code and the net proceeds from said sale, if any, after deduction of reasonable expenses of retaking, holding, preparing for sale, selling and the like, shall be applied to reduce the amount of the Judgment herein; and it is further

**ORDERED**, that a copy of this Order shall be served upon defendant within \_\_\_\_\_ days of receipt of same by plaintiff's counsel.

**SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Charles L. Brieant, U.S.D.J.

**EXHIBIT A**



GE Commercial Finance  
Vendor Financial Services

**Exhibit A to Schedule and Certificate of Acceptance**

KCM CIRCUIT SOLUTIONS, LLC  
4416161003

DESCRIPTION	QTY
System Software - Current GA Release	1
DNX 4 Slot Equipment Nest - 24VDC	
DNX 4 Slot Equipment Nest - AC	
DNX 4 Slot Equipment Nest - 48 VDC	
DNX 11 Slot Equipment Nest	
DC Power Supply (for 11 slot nest)	
AC Power Supply (for 11 slot nest)	
SMC II w/Stratum 3 clk	
Expansion Node Manager (XNM)	
SMC IIA or XNM rear module	
Expansion Node Cross Connect App (XCC)	
Expansion Node Cross Connect I/E (XCC)	
Expansion Link Controller Module (XLC)	
Single STS-1 Application Module	
Single STS-1 Interface Module	
Hybrid DS-3 Application Module	4
Hybrid DS-3 Interface Module	4
Octal T1/E1 Application Module	
Octal T1/E1 with APS Application Module	
Octal T1/E1 Interface Module	
Octal HSD Application Module	
Octal HSD Interface Module	
Quad OCUDP Application Module	
Quad OCUDP Interface Module	
Router/8 Application Module	
Router/8 Interface Module	
Octal Voice Application Module	
Octal 4 Wire F & M Interface Module	
Octal 2 Wire FXO/DPT Interface Module	
Octal 2 Wire FXS Interface Module	
STM1 Application Module	
STM1X (X-Link) Application Module	
OC3 Application Module	
OC3X (X-Link) Application Module	
STM1/OC3 Inter-range Interface Module	
STM1/OC3 Long-range Interface Module	
Octal DS0-DP Application Module	
Octal DS0-DP Interface Module	
E3 Application Module	
E3 Interface Module	
DNX Family Product Documentation CD-ROM	1

License Initials: X

Date:

*[Signature]*



GE Commercial Finance  
Vendor Financial Services

### N+1 Switch

N+1 Protection Switch (for DNX-11 only)	
N+1 Switch Controller Card	
N+1 Switch DC Power Supply	
N+1 Narrowband Primary Card	
N+1 Narrowband Redundant Card	
N+1 Broadband-E Primary Card	
N+1 Broadband-E Redundant Card	

### SUBTOTAL - N+1 Switch Products

### Cables & Accessories

N+1 Switch Blank Bezel	
Blank bezel for front system manager slots	
Blank bezel for front application slots	
Blank bezel for rear interface slots	
Blank bezel for power supply slots - DNX-11	
VAC to VDC Power Converter (1.5A)	
DSX Patch Panel 48 port	
50 pin to 50 pin telco cable	
50 pin telco to bare wire cable	
Harmonics Adapter 50 pin E to RJ-48C	
Broadband MM Coaxial Cable	
Expansion cable - XCC to XLC (10')	
Expansion cable - XCC to XLC (20')	
DNX-11 Flush 23" Rack Mount Adapter Kit	
DNX-11 Center 23" Rack Mount Adapter Kit	
PSX Flush 23" Rack Mount Adapter Kit	
PSX Center 23" Rack Mount Adapter Kit	

System Software - Current GA Release	1
DNX-11 Slot Equipment Nest	1
DC Power Supply (for 11 slot nest)	0
AC Power Supply (for 11 slot nest)	2
SMC II w/Stratum 3 clk	2
Expansion Node Manager (XNM)	0
SMC II or XNM rear module	0
SMC IIA or XNMA rear module	1
Expansion Node Cross Connect App (XCC)	0
Expansion Node Cross Connect I/E (XCC)	0
Expansion Link Controller Module (XLC)	2
Single STS-1 Application Module	0
Single STS-1 Interface Module	0
Hybrid DS-3 Application Module	1
Hybrid DS-3 Interface Module	1
Octal T1/E1 Application Module	0
Octal T1/E1 with APS Application Module	0
Octal T1/E1 Interface Module	0
Octal HSD Application Module	0
Octal HSD Interface Module	0
Quad OCUDP Application Module	0
Quad OCUDP Interface Module	0

Lesaco Initials:

Date:





**GE Commercial Finance**  
Vendor Financial Services

Single Router Application Module	0
Single Router Interface Module	0
Router/B Application Module	0
Router/B Interface Module	0
Octal Voice Application Module	0
Octal 4 Wire F&M Interface Module	0
Octal 2 Wire EXO/DPT Interface Module	0
Octal 2 Wire FXS Interface Module	0
STM1 Application Module	0
OC3 Application Module	0
OC3/STM1 Optical Nest (X-link) Software	0
STM1/OC3 Inter-range Interface Module	0
STM1/OC3 Long range Interface Module	0
Octal DS0-DP Application Module	0
Octal DS0-DP Interface Module	0
E3 Application Module	0
E3 Interface Module	0

DNX Family Product Documentation CD-ROM	0
-----------------------------------------	---

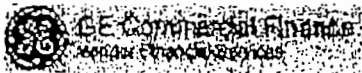
<b>N+1 Switch</b>	<b>QTY</b>
N+1 Protection Switch (for DNX 11 only)	1
N+1 Switch Controller Card	1
N+1 Switch DC Power Supply	2
N+1 Narrowband Primary Card	0
N+1 Narrowband Redundant Card	0
N+1 Broadband-E Primary Card	0
N+1 Broadband-E Redundant Card	1

<b>Cables &amp; Accessories</b>	
N+1 Switch Blank Bezels	7
Blank bezel for front system manager slots	0
Blank bezel for front application slots	5
Blank bezel for rear interface slots	7
Blank bezel for power supply slots - DNX-11	0
DSX Patch Panel 48 port	
50 pin to 50 pin telco cable - 15Ft	
50 pin telco to bare wire cable - 15Ft	0
Harmonica Adapter 50 pin F to 8 B L48C	
Broadband M/M Coaxial Cable - 15Ft	
Expansion cable - XCC to XLC (10')	4
Expansion cable - XCC to XLC (20')	
DNX-11 Flush 23" Rack Mount Adapter Kit	
DNX-11 Center 23" Rack Mount Adapter Kit	
PSX Flush 23" Rack Mount Adapter Kit	
PSX Center 23" Rack Mount Adapter Kit	

Lessee Initials: N

Date:

*[Signature]* 10/26/08



## Exhibit A to Schedule and Certificate of Acceptance

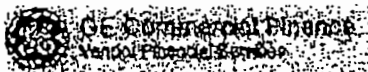
KGM CIRCUIT SOLUTIONS, LLC  
4416161001

DESCRIPTION	QTY
System Software - Current GA Release	1
DNX-11 Slot Equipment Rack	1
DC Power Supply (for 1 slot rack)	1
AC Power Supply (for 1 slot rack)	2
SNAC II Expansion Slot	1
Expansion Module (SNAC II)	2
SNAC II or XMM card module	0
SNAC II or XMM card module	0
Expansion Module (Cross Connect App (XCC))	2
Expansion Module (Cross Connect App (XCC))	2
Expansion Unit Controller Module (EUC)	0
Single STS-1 Application Module	0
Single STS-1 Interface Module	0
Hybrid DS-3 Application Module	4
Hybrid DS-3 Interface Module	4
Octal T1/E1 Application Module	0
Octal T1/E1 with APS Application Module	0
Octal T1/E1 Interface Module	0
Octal HSD Application Module	0
Octal HSD Interface Module	0
Quad OC-3/OC-48 Application Module	0
Quad OC-3/OC-48 Interface Module	0
Single Router Application Module	0
Single Router Interface Module	0
Hub/Spoke Application Module	0
Router Interface Module	0
Octal Voice Application Module	0
Octal 4 Wire E & M Interface Module	0
Octal 3 Wire FXS/FXP Interface Module	0
Octal 2 Wire FXS Interface Module	0
STMT Application Module	0
ODS Application Module	0
ODS/STMT Optical Network Software	0
STM-1/OC-3 Interface Module	0
STM-1/OC-3 Interface Module	0
Octal DS-3 Application Module	0
Octal DS-3 Interface Module	0
ES Application Module	0
ES Interface Module	0

Lessee Initials: X

Date:

5-17-06



M-1 Protection Extension for DDC-11 only	1
M-1 Switch Controller Card	1
M-1 Switch DC Power Supply	2
M-1 Network and Primary Card	0
M-1 Network and Remote Card	0
M-1 Broadband E Primary Card	2
M-1 Broadband E Redundant Card	1

M-1 Switch Blank Board	1
Blank board for backplane management slots	5
Blank board for front application slots	5
Blank board for rear interface slots	5
Blank board for power supply slots (DDC-11)	0
DCS Patch Panel 48 port	1
50 pin to 50 pin cable (RJ-45)	1
50 pin cable to RJ-45 interface	5
Network Adapter for DDC-11	1
Broadband Modem Card (RJ-45)	1
Expansion cable DDC-11 to DDC-11	1
Expansion cable DDC-11 to DDC-11	1
DDC-11 Flash 256 Kbit (RJ-45)	1
DDC-11 Control 256 Kbit (RJ-45)	1
PSX Flash 256 Kbit (RJ-45)	1
Risk Control 256 Kbit (RJ-45)	1

Lesser Initials: X

Date:

5-12-06

Anthony LAMCH 000521-1100

GE Commercial Finance  
Vendor Financial ServicesExhibit A to Schedule and Certificate of AcceptanceKGM CIRCUIT SOLUTIONS LLC  
4416161002

Part #	Qty
SPS-1000 Chassis (DC)	
SPS-1000 Chassis (AC)	1
SPS-1000 Power Supply (DC)	
SPS-1000 Power Supply (AC)	2
SPS-1000 Fan Tray (Front)	1
SPS-1000 Fan Tray (Rear)	1
SPS-1000 T1/E1-DEP41 Module (Front)	1
SPS-1000 T1/E1 Module (Rear)	1
SPS-1000 Conferencing Sheet (1 copy per Module Set)	1
<b>Cables &amp; Accessories</b>	
80-Pin TELCO to 8 Individual RJ45C (crossover)	1
SPS-1000 Blank Power Supply Panel	
SPS-1000 Blank Panel (1-Port)	6
SPS-1000 10MM Mini Modular Cable	1
SPS-1000 T1/E1 Desktop Port Cable	1

Lessee Initials: X

Date:

10/20/06

PERETORE & PERETORE, P.C.  
191 Woodport Road  
Sparta, New Jersey 07871  
(973) 729-8991  
Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq.  
Frank Peretore, Esq.  
FP #7020

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	Case Number: 08 CIV 3856
NATIONAL CITY COMMERCIAL CAPITAL	:	Judge Briant
COMPANY, LLC,	:	
	:	ECF CASE
Plaintiff,	:	
	:	AFFIDAVIT OF MAILING
vs.	:	
	:	
KGM CIRCUIT SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
_____X	:	

STATE OF NEW JERSEY :  
: SS.:  
COUNTY OF SUSSEX :

I, Marlene Meyers, am over 18 years of age and am not a party to this action, being duly sworn according to law, SAY:

1. On June 10, 2008, I mailed a copy of the Notice of Motion for Default Judgment, Request for Entry of Default, Affidavit of Service and Default, Affidavit of Amount Due and Non-Military Service, Affidavit of Services, proposed Order, and Affidavit of Mailing, to the defendant as follows:



KGM Circuit Solutions, LLC  
30 Wall Street, Suite 1100  
New York, New York 10003

which were deposited into a United States Mail Depository located at 1 Main Street, Unionville, New York 10988.

/s/ Marlene Meyers  
Marlene Meyers

Sworn to and subscribed  
before me this 10<sup>th</sup> day  
of June, 2008.

/s/ Erin C. Clayton

Erin C. Clayton  
Notary Public of New Jersey  
My Commission Expires 05/16/2011